THE

North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
H. M.'s Legation, Shanghai, 22nd June, 1860.
E. St. JOHN NEALE,
Secretary of Legation.

Vol. XVIII., No. 870. SHANGHAI, SATURDAY, MARCH 30th, 1867. Price, Taels 15 ₮ Annum.

NOTICES OF FIRMS.

NOTICE.—By the decease of Mr. Woodthorpe Charles Clarke, the Firm of Hooper & Clarke is this day dissolved, the undersigned sole surviving Partner will liquidate the same and continue the business (in conjunction with Mr. Charles Frederick Hooper, who is this day admitted a Partner), under the name and style of Hooper Brothers.

H. J. HOOPER.
22ap 2576 Yokohama, March 6th, 1867.

NOTICE.

THE Interest and Responsibility of Mr. Peter Hazeon in our Firm ceased on 31st December 1866.

ALFRED WILKINSON & Co.
9ju 2442 Shanghai, 8th March, 1867.

NOTICE.—Mr. Warren Delano Junr., and Mr. Henry J. Grew, have retired from our firm, in Hong-kong and China, their interest and responsibility ceasing this day.

RUSSELL & Co.
30ja 1786 China, Jan. 1, 1867.

NOTICE.—Mr. Edward Cunningham, has re-entered our firm to which also Mr. William H. Foster, Junr., is admitted partner, their interest and responsibility commencing this day.

RUSSELL & Co.
30ja 1786 China, Jan. 1, 1867.

NOTICE.—Mr. Alexander Hutchison Yule's authority to sign our Firm, per procuration, c... from this date.

ROSS, BARBER & Co.
tf 1984 Yokohama, 31st Dec., 1866.

NOTICE.—The Partnership hitherto existing between James Samuel Barber, John Bailey Ross and James Campbell Fraser, and conducted under the style and title of Ross, Barber & Co., is this day dissolved through lapse of time, so far as Mr. James Campbell Fraser is concerned, whose interest and responsibility in the Firm ceases from this day.

ROSS, BARBER & Co.
tf 1985 Yokohama, 31st Dec., 1866.

NOTICE.—Mr. James Campbell Fraser is duly authorised to conduct our business and to sign our Firm, per procuration.

ROSS, BARBER & Co.
tf 1986 Yokohama, 31st Dec., 1866.

NOTICE.—Mr Edward William Rice has this day been admitted a Partner in my business, which will hereafter be conducted under the Firm of John Thorne & Co.

JOHN THORNE.
30ma 1909 Shanghai, 1st Jan., 1867.

NOTICE.—The interest and responsibility of Mr John George Dunn in our firm ceased on the 31st Ultimo.

REID & Co.
tf 1912 Shanghai, 2nd Jan., 1867.

NOTICE.—The interest and responsibility of Mr. W. S. van Ree-ema in our firm ceased on the 31st ulto., and Mr. Theodor Pronst has this day been admitted a Partner.

Mr. O. C. Behn and Mr. J. F. Cordes are authorized to sign our firm per procuration.

W. PUSTAU & Co.
30ma 1913 China, 1st January, 1867.

NOTICE.—The interest and responsibility of Mr. William Hargreaves and of Mr. Justus Wm. Hy. Escherich in our firm at Hongkong and in China ceased this day.

SMITH, KENNEDY & Co.
Hongkong and China, 31st Dec., 1866.
30ma 1914

NOTICE.—The business of Messrs. JOHN FORSTER & Co., Public Tea Inspectors and Commission Agents at this Port, has been transferred to the undersigned, who will continue the same in his own name from and after 1st May next.

EDWARD W. LOVELL.
tf 706 Kiukiang, April 21st, 1866.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864

INSURANCES.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Act of Parliament.

Established 1809.

Capital £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to

GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

INSURANCES.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each
Paid up Capital Taels 200,000.

Directors.

George Tyson, Esq., (Messrs. Russell & Co.) *Chairman.*
F. H. Bell, Esq., (Messrs. W. R. Adamson & Co.)
E. Iveson, Esq., (Messrs. Bower, Hanbury & Co.)
W. Pronst, Esq. (Messrs. Wm. Pustau & Co.)
A. A. Hayes Esq., (Messrs. Olyphant & Co.)
J. P. Tate, Esq., (Messrs. Blain, Tate & Co.)

AGENCIES are established at the several Ports in China and Japan.

F. E. GWYN,—*Secretary.*
tf 320 Shanghai, 28th Nov., 1865.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING
INCOME—SIX HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:

John Shaw Leigh, Esq. | John Naylor, Esq.
Charles Turner, Esq., *Chairman.*
Ralph Brocklebank, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in approved drafts at 30 days sight (favor of Percy M. Dove, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov., 1863.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

137, Leadenhall Street, London.
JAMES HARTLEY & Co., *Managers.*
Established 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.
8jy-67 465 Nagasaki, 1st July, 1864.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.

(Liability Limited.)

MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai Hongkong, Calcutta, Melbourne, or London.

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on Ordinary Marine Risks to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to Grant Policies against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

THE NORTHERN ASSURANCE COMPANY.

Capital £1,259,760 Stg.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.
tf Shanghai, 3rd February, 1862.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000, on the contents of any one building situated on the British Concession at Tzechuhsin, Tientsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

INSURANCES.

THE LANCASHIRE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies or Insurance on any one Building with its contents to the extent of £5,000.

W. R. ADAMSON & Co.
tf 619 Shanghai, 10th July, 1865.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.

For further particulars apply to

Wm. PUSTAU & Co.,
Agents in Shanghai.
tf Shangha 1st December, 1858.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

THE Undersigned having been appointed Agents for the above named Company at Shanghai and Hankow, are prepared to grant policies against fire on the usual terms on any one building or its contents, as also on blocks of Chinese buildings.

For terms apply to

TRAUTMANN & Co.
tf 442 Shanghai, 2nd June, 1864.

MISCELLANEOUS.

OAKEY'S NON-MERCURIAL SILVERSMITH'S SOAP.

Surpasses all other articles for Cleaning and Polishing Silver, Electro Plate, &c.
Tablets 6d each.

Trade Mark.

JOHN OAKEY & SONS,
Manufacturers of
THE WELLINGTON
POLISH INDIA
RUBBER KNIFE
BOARDS, EMERY,
BLACK LEAD,
CABINET GLASS PAPER, EMERY & GLASS CLOTH, &c.,
Scotch, French, London, Russian & other Glues.

Wellington Mills, Blackfriars Road,
London, S.
23au 2315 Shanghai, 23rd Feb., 1867.

SOLID MAHOGANY FURNITURE
FOR INDIA, CHINA, AND
THE COLONIES.

HEAL & SON

are Manufacturing, Especially for use in Extreme Climates, Bed-Room Furniture, which is entirely free from Veneer.

IRON AND BRASS BEDSTEADS

suitable for all parts of the World. Their stocks consists of 2,500 Bedsteads.

HEAL & SON'S PATENT HORSEHAIR MATTRESS.

The Patent is for preventing the material from felting into a mass, and is especially suited for warm climates.

ILLUSTRATED CATALOGUE FOR INDIA, CHINA, AND THE COLONIES,

of Bedsteads, Bedding, and Bed-Room Furniture, sent Free to every part of the World to which there is Book Post.

HEAL & SON,
BEDSTEAD, BEDDING, AND BED ROOM FURNITURE MANUFACTURERS,
106.107 & 108, Tottenham Court Road, London, W.

_ Remittances and orders must be made payable in London.
31oc-67 1292

JOHN MOIR & SON,
ABERDEEN,

Beg to inform their customers, that, in addition to their

PRESERVED PROVISIONS

they are now prepared to supply, of their own Manufacture,

Pickles, Sauces, Tart Fruits, and every description of Oilmen's Stores.

22ju-67 1772. December 22nd, 1866.

TUPPER & CO.

Manufacturers of
GALVANIZED CORRUGATED IRON,
IRON ROOFING, SHEDS, BUILDINGS, CHURCHES, SCHOOLS,
&c., &c.
61 a, Moorgate Street, *London*, E.C.
21dc 67 1774 Shanghai, 22nd Dec. 1866.

MISCELLANEOUS.

No. 1. MAGENTA.

"JUDSON'S SIMPLE DYES FOR THE PEOPLE."

ARE undoubtedly the most useful article ever offered to the public. Any one can use them, anything can be dyed with them in a few minutes without soiling the hands. In England "Judson's Dyes" are as "Household Words." Articles of Clothing that have been put aside as faded and useless, may be made nearly equal to new, by merely following the simple directions appended to each bottle of Dye.

Names of Colours.

Magenta, Mauve, Violet, Scarlet, Green, Blue, Pink, Crimson, Brown, Canary, Orange, Black.

Price:—Small bottles, 6*d*. Large bottles, 1*s*. 6*d*. each.

May be had of Druggists and Storekeepers throughout the world, or Wholesale of

DANIEL JUDSON & SON,
LONDON.

And all Merchants. Liberal discount to Dealers.

N.B.—A small bottle of colour will dye 12 yards of bonnet Ribbon.

_ See that you get "Judson's Simple Dyes."

21dc-67 1773 o-a-f December 22nd, 1866.

PICKLES, SAUCES, JAMS, &C.,
(FREE FROM ADULTERAITON),
manufactured by
CROSSE & BLACKWELL,
Purveyors to the Queen,
SOHO SQUARE, LONDON.

CROSSE AND BLACKWELL'S

Renowned first-class Manufactures are obtainable from every respectable Provision Dealer in the World.

Purchasers should see they are supplied with C. & B.'s genuine goods, and that inferior articles are not substituted for them.

To insure thorough wholesomeness, their Pekles are all prepared in Pure Malt Vinegiar boiled in Oak Vats, by means of Platinum Steam Coils; and are precisely similar in quality to those supplied by them for use at

HER MAJESTY'S TABLE.

C. & B. are Agents for Lea & Perrins' Celebrated Worcestershire Sauce, and are Manufacturers of every description of Oilmen's Stores of the highest quality.

705 24ap April 21st, 1866.

DINNEFORD'S FLUID MAGNESIA.

FOR Thirty Years the Medical Profession have approved of this pure solution as the best remedy for

Acidity of the Stomach, Headache, Heartburn, Gout, and Indigestion,

And as a mild Aperient for delicate constitutions, especially adapted for ladies and children. When combined with their

Acidulated Lemon Syrup

It forms a most agreeable effervescing draught, which is both a gentle aperient and grateful febrifuge.

In hot seasons and hot climates the *regular* use of this simple remedy has been found highly beneficial.

it is prepared by

DINNEFORD & Co.,
Chemists, &c.
172, New Bond Street, London.
Sold by all respectable Chemists throughout the World.

CAUTION.—See that "Dinneford & Co." is on each bottle and red label over the cork.

21dc-67 1771 December 22nd, 1866.

By Royal Command

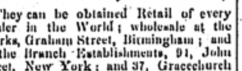
STEEL PEN MAKER TO THE QUEEN.

JOSEPH GILLOTT,

VICTORIA WORKS, BIRMINGHAM.

RESPECTFULLY directs the attention of the Commercial Public, and of all who use Steel Pens, to the incomparable Excellence of his Productions, which, for Quality of Material, Easy Action, and Great Durability, will Insure Universal Preference.

Every Packet bears the Fac-simile of his Signature,



They can be obtained Retail of every Dealer in the World; wholesale at the Works, Graham Street, Birmingham; and at the Branch Establishments, 91, John Street, New York; and 37, Gracechurch Street, London. [23no 1511—67

MISCELLANEOUS.

BENSON, J. W., by SPECIAL APPOINTMENT to H. R. H. the PRINCE OF WALES.

BENSON, J. W., by SPECIAL APPOINTMENT to H. H. the MAHARAJAH OF BURDWAN.

BENSON'S STEAM FACTORY for CLOCKS and WATCHES, 58 and 60, Ludgate Hill.

BENSON, J. W., 99, Westbourne-grove, and 25, Old Bond Street.

BENSON, J. W., MAKER of the GOLD CASKET presented by the City of London to H. R. H. the PRINCE OF WALES.

BENSON, J. W., MAKER of the CASKET presented by the City of London to H. R. H. PRINCE ALFRED.

BENSON, J. W., PRIZE MEDAL, LONDON, Class 33.

BENSON, J. W., PRIZE MEDAL, DUBLIN, Class 10.

BENSON, J. W., MAKER of the CHRONOGRAPH by which the DERBY is TIMED.

BENSON, J. W., MAKER of the GREAT CLOCK of the EXHIBITION, 1862.

BENSON'S Watch Pamphlet, *illustrated*, on every construction of Watch, with their prices.

BENSON'S WATCHES are sent to all parts of the World safe by post.

BENSON'S WATCHES,—Gold and Silver, at 200 to 2 Guineas, in all sizes, from half to 3 inches diameter.

BENSON'S WATCHES, CHRONOGRAPH, KEYLESS, REPEATERS.

BENSON'S WATCHES, CHRONOMETER, DUPLEX, LEVER.

BENSON'S WATCHES, HORIZONTAL, CENTRE SECONDS, &c.

BENSON'S INDIAN WATCH, compensated for all Climates. Silver, 25 Guineas: Gold, 40 Guineas.

BENSON'S "EXACT" WATCH, for Extreme Temperatures. Silver, 25 Guineas: Gold, 40 Guineas.

BENSON'S CLOCKS for the DRAWING, DINING, and BED-ROOMS, from 2 to 2,000 Guineas.

BENSON'S CLOCKS for the HALL, LIBRARY, and CARRIAGE.

BENSON'S CLOCKS for CHURCHES TURRETS, and STABLES. Estimates sent.

CANDELABRA in ORMOLU and BRONZE.

CANDELABRA in SILVER and ELECTRO-PLATE.

BRONZES d'Art by ROSA & ISIDORE BONHEUR, PRADIER, MENE, BARYE, &c.

JEWELLERY, DIAMOND, of ORIGINAL DESIGNS.

JEWELLERY for BRIDAL and other PRESENTS.

JEWELLERY, designed by ITALIAN and FRENCH ARTISTS.

SILVER PLATE, designed expressely for PRESENTATION.

SILVER PLATE for RACING, FIELD, or AQUATIC SPORTS.

SILVER PLATE for the SIDEBOARD, DINNER, and TEA TABLES.

SILVER PLATE for INDIA.

BENSON'S PLATE PAMPHLET, *illustrated*, contains 300 Engravings.

58 & 60, LUDGATE-HILL, 25, OLD BOND-STREET and 99, WESTBOURNE-GROVE.
6ap-1867 1026 October 6th, 1866.

Telegrams to Europe per Indo-European, Malta and Alexandria and Malta and Trieste lines.

THE Undersigned beg to tender their services for receipt or transmission of Telegrams by the above lines.

J. GIBSON THOMSON & Co.,
Agents for Reuter's Telegram Company, (Limited)
Point de Galle, Ceylon, Sept 21st, 1865.
tf 650

BRIGHT CHARCOAL IRON WIRE,
"STAR-BRAND,"
TO BE HAD ONLY OF
HEINTZMANN & ROCHUSSEN,
23 ABCHURCH LANE,
LONDON.
17no-67 1448 Shanghai, 16th Nov. 1866.

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Miscellaneous Intelligence.

NOTICE.—Trinity Church.—Divine Service is celebrated every Sunday at 11 A.M. and 5 P.M. Holy Communion is administered on the first Sunday of every month.

Persons not holding Pews are at liberty to occupy any seats they may find vacant when the reading of "The Psalms" is finished.

NOTICE.—Seamen's Church, Shanghai.—Divine Service is held in the above Church every Sunday by the Rev. Moritz Kauffman, the Chaplain, at half-past 10 o'clock in the Morning, and 4 o'clock in the Afternoon.

NOTICE.—Divine Service is held every Sunday Morning and Evening at 11.30 and 7.30 o'clock in the American Episcopal Chapel, Hong-que. Seats are entirely free.

LATEST DATES.

England.. (tel.)..Mar.	5	Hankow,........Mar.	27
Hongkong, ... ,,	24	Nagasaki,........ ,,	26
Tientsin, ... ,,	22	Yokohama,...... ,,	18

Latest dates in England, from China.—

Hongkong,....... Dec. 15 } Received via Marseilles
Shanghai,....... ,, 8 } Jan. 30th.

OPIUM QUOTATIONS

For the week ending 29th March, 1867.

Malwa. Mar.—New.—Tls.	Patna. New.—Tls.	Old—Tls.
23,—600 nom,..........	515 a 520...	488 a 495
25,—600 nom	515 a 520...	488 a 495
26,—600 nom	515 a 520...	488 a 495
27,—590..................	515 a 517...	485 a 490
28,—590..................	515 a 517...	485 a 490
29,—590..................	515 a 517...	485 a 490

BIRTH.

February 18th., at Mynpoory, India, the wife of F. N. Wright, Esq., Bengal Civil Service, of a son.

DEATHS.

On the 2nd February, after a long illness, Thomas Baker, late of Shanghai, aged 45.

At Newchwang, on the 26th February, Emil Westergaard, assistant in the Maritime Customs, aged 34, and a native of Copenhagen.

PASSENGERS.

Arrived.—Per str. "Nanzing," from Tientsin, Mr. Badham, and Major Kelsh. Per str "Ganges," from Yokohama, Mr. and Mrs. Lenton, Messrs. F. Fish, Landstien, Blackwell, R. T. Carlyon, J. C. Cooke, J. H. Church, J. R. Cunningham, C. A. Wild, E. S. Markes, Salter, 11 Japanese, four Chinese, and one servant. Per str. "Nepaul," from Nagasaki, Mrs. Robertson, Mrs. Mangum, Messrs. Chapman, Rainbow, Lewis, Hyde, and Stewart.

Departed.—Per P. & O. S. S. "Malacca," for Hongkong, Mr. and Mrs. Lenton, Revd. W. C. Badham, Messrs. G. A. Monro, Landstein, C. A. Wild, M. Theolky, H. M. Carter, A. Preble, W. D. Morrison, and Blackwell. Per "Rona" for Yokohama, Messrs. Baker, Wallace, and Cohen. Per "Erl King" for Hongkong, Messrs. Pitman and Terie. Per "Nanzing" for Tientsin, Major Crossmann, Messrs. W. H. Gibb and Knight, and two French Missionaries. Per "Nepaul" for Nagasaki, Mr. G. W. Hartmann.

One of the P. & O. Co.'s Steamers with Mails, &c., for Europe, is appointed to leave on Tuesday, the 9th proximo.

The London Mail of the 26th Feb., due in Hongkong on the 8th April, and here on the 13th.—It arrived last year on the 16th April, per *Ganges*.

The French Mail of Feb. 19th, due in Hongkong on the 29th Mar., and here on the 4th of Apr. It arrived last year on the 5th of Apr., per M. I. "*Labourdonnais*."

The publication of the *North-China Herald* commenced at 4 P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, MARCH 30, 1867.

The case which occupies so much of our space this afternoon, is the most important, in respect both to the amount and the questions involved, that has yet come before the Supreme Court. The action itself is only to recover Tls. 20,000, but it is the representative of a score of others which raise the amount involved to an enormous sum; Chun-pao-too being merely one out of a score of sufferers. The whole case turns on the question whether one Chee-Quai were principal or broker in the transactions at issue; whether he bought the three hundred bales which the silkmen lament, as a private speculation, or whether he were merely a middleman between the two parties. The silkmen found their claim on the allegation that he was acting in the latter capacity. Messrs. Jardine, Matheson & Co. aver that they regarded him in the former. Whatever may be the decision, the agitation of the question can hardly fail to lead to greater caution on both sides, in future. Foreign merchants will ascertain more clearly the status of the man with whom they are dealing, and Chinese will be less inclined to trust implicitly in the faith of an agent.

It is with some regret that we announce an approaching change in the *North-China Herald* as it has so long—17 years—appeared in its present form, that it had come to be looked on as almost one of the fixed institutions of Shanghai. But the many changes which have taken place in the settlement, and in the arrangements of this press, since it was established, have completely altered the circumstances under which it first grew and flourished. For some years subsequent to its establishment, in 1850, it was the only paper in the place. And even for several years after the old "Shipping List" made its first appearance, people still looked to the *Herald* for local news. But as the settlement enlarged, the little advertising sheet first issued aspired to the dignity of a paper, and grew and developed till, now, current events are recorded every 24 hours in the *North-China Daily News*; and the value of the *Herald*, as a local newspaper, has almost ceased. Complaints are made that it contains no news, by people who forget that news is a commodity impossible to manufacture. If news is all absorbed by the *Daily News*, none can be published in the weekly *Herald*. The *North-China Herald* has, in fact, assumed the proper position of a weekly paper in a colony. It has become a vehicle of news for home and the outports; and it is with a view to increase its merit in this capacity, that we purpose to effect the change indicated.

Side by side with the daily paper has grown and flourished the *North-China Overland Herald and Market Report*, which commenced its career as a circular and has gradually developed into a mail paper. This paper also appeared on the 25th instant for the last time in its present form. We hope, on next mail day, to print a larger and more useful paper, which will comprise all the matter at present divided between it and the *North-China Herald*. We have, in short, resolved to amalgamate the two papers; as, by so doing, we can improve each. Instead, of printing four "*North-China Heralds*" and two "*Market Reports*" in a month, we shall, in future, print four papers, entitled the "*North-China Herald and Market Report*," which will comprise both. The new paper will not be issued necessarily on Saturday. A copy will be printed on the days of departure of the two English and the French mails, and on the Saturday intervening nearly midway between the last and first mails of the month. It is hoped thus to improve the already large circulation of both, by improving each publication, and to supply a want which has been complained of, of a paper to transmit by the French mail.

Such is the character of the new publication which we intend to issue for the first time on the 8th of April; and such are the reasons which have prompted us to its adoption. It is believed that all who at present subscribe to either paper, will be gratified with, and acknowledge advantage in the change. The *North China Herald and Market Report* will contain a summary of news, reports of all public meetings and of the principal Law cases, and the Customs' returns of trade, besides its present commercial intelligence. It will also contain all the leading articles which are now subdivided between the two papers. Its value therefore to those who filed the *Herald* for purposes of record, will be preserved; while to subscribers at home, and at the outports, it will be greatly increased. In this, as in every other case, monetary questions arise. The *Market Report* commenced its career as a circular, and has largely outgrown its former intention and cost of production. In amalgamating it with the *Herald*, and offering to subscribers a still larger paper, we are obliged to make an advance in its price which will, however, be met by a reduction in that of the *Herald*. Briefly, the annual subscription to the new paper will be Tls. 12 per annum. But to meet those subscribers who now take a number of copies of the *Market Report* for commercial circulation, five copies will be given for one tael; while the price of a single paper will be a quarter of a tael.

Summary of the Week.

Public interest has been centered during the past week on the action brought by the silkmen to recover the value of the silk impounded by Jardine, Matheson and Co., as a set off against a heavy debt due to the firm by Chee-quai. *The whole gist of the* case lies in the question whether Chee-quai was a broker or a principal in the transaction in question. The case has occupied the *Court seven days. Judgment* has not yet been delivered.

We are glad to find that the remonstrance addressed by H. B. M. Consul to the Taotai against the action of the Silk Guild, disclosed in the case of *Jardine, Matheson & Co. v. Ta-Chung* brought before the Mixed Court on the 16th inst., has been effectual His Excellency has issued a notification, warning the Silk merchants against attempting to coerce those of their body who may desire to engage in mercantile transactions with foreigners.

A meeting of the Gas Company has been held, at which amended accounts were passed, and it was shown that an average profit of $1000 a month had been made since September.

A meeting has been held to consider the feasibility of getting up a pack of drag hounds. It was resolved to circulate a subscription list, to ascertain what support could be relied on.

A match has been arranged between an eleven and a twenty-two of the Shanghai Cricket Club; which comes especially à propos, as it will give the Captain a good opportunity to select his team for the contest with our Hongkong friends.

A local Portuguese paper, entitled "*O Aquilão*" has been started. It will be published twice a month, on the dates of the departure of the English mail.

CLUBS AND THE BALLOT.

Shanghai abounds in Clubs, Societies, and Associations. Every conceivable pretext for *meeting*, electing Secretaries and Treasurers, and eating indifferent dinners together, is cheerfully, almost eagerly, embraced. Men combine to run after paper, to ride after paper, to drink whiskey in memory of departed saints, and to swallow beef steaks in the company of living sinners. Though we have not such quaint names for our assemblies as the Londoners of Queen Anne's day had in the time of Addison; a list of our various pretences for amusing ourselves in company might be drawn up, quite as long as the celebrated catalogues which appear in the early numbers of "*The Spectator*." We have not certainly a "Two-penny Club," an "Ugly Club," an "Amorous Club," or an "Everlasting Club," but we have societies for objects quite as eccentric as those which the bewigged gallants of the last century frequented.

Now, though these clubs differ in their constitution and in their objects, they resemble each other in one point; the portals of all of them are guarded by a ballot. What purpose this is intended to serve, it is curious to consider. It certainly is powerless, in nine cases out of ten, to exclude objectionable persons, and it is conducted on principles which preclude the idea of secrecy in connection with it. For we never know a case of a man being black-balled at a club, where the name of the person exercising his right was not known to the whole community. It may be worth while, therefore, to consider what are the proper grounds for black-balling a candidate for admission into an association established for special purposes. Are they objective or subjective? Must there be some well-known stain on the tabooed man's character, or is it sufficient for his excluder to dislike him? We conceive that inability on the part of the applicant to assist or further the objects of the society, is a sufficient ground for his rejection, just as a man with two wooden legs would properly be kept out of the fraternity of paper hunters, and a man with a constitutional prejudice against Glenlivat would be wisely debarred admission into the family of St. Andrew. Further, there can be no doubt that a man may have countless excellencies and yet be, as Dr. Johnson expressed it, "*unclubable*." Sociability, like moderation, "is the silken string running through the pearl chain of all virtues," and if this be lacking a man is unsuited to associate with others on those terms of equality and friendliness that a Club implies. It would be well then for us to disabuse ourselves of the idea that a black ball affixes a stigma on the character. It need not do anything of the kind. It only shows that in the opinion of A & B, Y & Z are unpleasant men to be intimate with. In this there is nothing degrading. Perhaps Y & Z entertain a similar opinion with regard to A & B. It is evident, however, that great care should be taken in order to keep prejudice from interfering in this delicate and difficult matter. The reasons why we dislike others are often very unreasonable. And our grounds of objection are frequently no less solid than those on which Lord Dundreary based his hatred to the unoffending De Boots. If the dreams of Mr. Beales are realized, we shall find on our return to England the ballot firmly established as the Law of the Land. It may be well then for us to get our hands in, while in China, so that we may be prepared, when *voting on graver questions* than those which occupy our attention here, to use our black ball cautiously and sparingly. Hitherto, caprice appears too frequently to have suggested its appearance in the box.

HOUNDS v. PAPER.

The project of importing a pack of drag hounds did not appear to excite the enthusiasm expected, at the meeting held Wednesday *morning*. Many would, no doubt, be glad to see them arrive, but do not care sufficiently about the matter to take trouble or incur expense for the purpose. The fact is, paper has been found an admirable substitute for scent, and the red cowl of the "fox" a sufficiently attractive goal. There is, of course, more excitement in following hounds than paper. Still the latter answers the purpose; and, as we said before, the rather thinly attended meeting at the Grand Stand, Wednesday, did not manifest any eager impatience for the change. The project, however, will no doubt be again mooted shortly; and, in the meantime, a subscription list is to be circulated, with a view to ascertain how much support can be relied on. The cost of importing ten couples of hounds and a kennel-man, and of building kennels is estimated at Tls. 1,500, and the outside yearly cost of their maintenance, at Tls. 2,000. But we are inclined to think this is altogether too extravagant a scheme. In the first place, six couple would do very well to start with; and in the second, we dispute the necessity of a kennel-man. His assistance would no doubt be valuable; but economy is an essential consideration, and it is only by assessing the expense at the least possible figure that success can be hoped for. The object of a kennel-man of course is to supply the place of the Master, in case of sickness or absence, and generally to assist the latter. But it would, we think, be quite possible to find a gentleman who would act as second master, and take pains to get on sufficiently intimate terms with the dogs to hunt them in the Master's absence, with the assistance of an intelligent Chinese kennel-boy. This arrangement, too, would obviate the necessity that would otherwise arise of keeping a pony for the kennel-man. Another too liberal allowance has been made for the yearly importation of three couple of dogs from England, to supply vacancies. One couple would, we think, suffice, if management of the pack is to mean anything. For, with care, we do not see why sickness should be more rife amongst hounds than other sporting dogs. The cost of keeping six couple of dogs and a couple of boys to look after them would probably be about Tls. 60 a month; and the annual importation of a fresh couple, to rather more than that sum annually. Altogether, therefore, we cannot but think that if a kennel-man be dispensed with, the whole affair might be managed for Tls. 1,000 a year. If the present members of the pony paper hunt are willing to raise their rate of subscription from Tls. 5 to Tls. 10, this sum would be supplied. The class of hounds it is purposed to import are about the size of harriers; and the greatest difficulty we anticipate in their case is, that they will be too fast for the ponies. In the old days of the Kwan-loong pack, every one was content to follow on foot, and beagles were quite fast enough for most of the runners. But their pace would not satisfy the majority of members of the paper hunt, though a large minority, who are less bent on speed, would probably join the pedestrians in voting for this class of dog. The best solution of the difficulty would be the abandonment of ponies and a return to the old practice, when beagles were first used in England—of following the chase on foot, by the the aid of a leaping pole. In Queen Elizabeth's days this sport was in high favour, and the smallest dogs were most esteemed, as their lack of speed prolonged the chase. The Queen herself is said to have had some which could be held in a man's glove. Pony hunting, however, has become so much the rage that paper would, we suspect, be preferred by a large majority of the mounted hunt, to pedestrianism. The regular drag hound therefore, if any, must be the dog imported; and it will lie with the Master to see that the scent is laid lightly, to check their pace.

THE FRENCH COUNCIL.

Monsieur l'Editeur,

En lisant la note de votre numéro du 23 courant, j'ai pensé comme vous que, dans cette question d'intérêt général, je veux dire la mésintelligence éxistante entre le Conseil Municipal Français et ses administrés, il fallait beaucoup mieux exposer franchement ses griefs, et c'est ce que viens faire par la présente lettre.

En Juillet 1866, des réglements municipaux, qui devaient répondre aux vœux et *aux intérêts de tous, et qui avaient été élaborés* en France par une commission *ad hoc*, furent publiés par les soins du Consulat Général de France en cette ville.

Certainement ces réglements, peu libéraux et attribuant au Consul Général des pouvoirs qui pouvaient être dangereux pour nos libertés municipales, trouvèrent peu d'admirateurs. Pourtant, après les avoir consultés avec plus de sang-froid, nous pensâmes que, sagement appliqués, il laisseraient assez de latitude au Conseil Municipal pour bien remplir son mandat, et que Monsieur le Consul Général n'userait de ses pouvoirs exhorbitants, que dans le cas où des abus ou des mesures inconstitutionnelles de la part de ce même Conseil, viendraient à le contraindre de le faire.

Malheureusement, la mauvaise interprétation de ces *réglements*, l'indifférence, peut être, apportée par l'autorité supérieure, à se prevaloir des droits qu'elle s'était fait attribuer, ont eu pour résultat bien naturel de ramener la discorde parmi nous et de rétablir entre le Conseil Municipal actuel et ses administrés la disaffection qui régnait, avant le 19 Octobre 1865. Il est possible aussi que ce Conseil, composé exclusivement d'étrangers, n'ait péché que par ignorance de nos lois sur la matière, mais alors justement c'était au président, autorité supérieure, à les ramener dans le droit chemin, ce que, par suite de sa démission volontaire de la Présidence, il n'a pas été à même de faire.

* * * * *

Vouz voulez savoir ce que nos voulons, Eh bien! le voici:

Nous voulons d'abord que ces réglements, si défectueux qu'ils soient, qui nous ont été imposés, soient au moins suivis par l'autorité qui les a publiés;

Nous voulons une bonne et sage administration qui ne s'occupe pas de notre pauvre concession, pour la ruiner et l'appauvrir encore, mais bien qui ait des soins paternels pour elle si chétive;

Nous voulons que tous les mois, comme nos voisins les Anglais, nous puissions *lire* dans votre journal ce qui s'est passé et l'emploi que l'on a fait de nos fonds;

Nous voulons que tous les ans avant de se retirer et se présenter pour la réelection, *nos conseillers* rendent les comptes de leur gestion aux Electeurs qui les ont nommés;

Nous voulons enfin un Conseil sérieux, avec un Président qui préside, des membres au complet venant assidûment aux séances; un Sécrétaire s'occupant de ses bureaux, en un mot une bonne et sage administration.

Voyez, Monsieur, si ce sont là les vœux de gens ne respirant que le désordre, de révolutionnaires en un mot.

Vox Populi.

Shanghai, 25 Mars 1867.

THE CLUB.

To the Editor of the

North-China Herald.

Sir,—A pretty freely expressed opinion in Shanghai is, that there is no worse conducted institution in the far east than the above, and few will regret to hear that it has been nearly decided by the shareholders to close the Club, and meet their loses by selling the building, &c., for what it will fetch. At the same every one regrets that a Club suitable for the requirements of this cosmopolitan town is not to be found; and I believe, individually, the residents here are willing to assist in providing that boon, alike enjoyable for themselves and the stranger.

In view of the annual meeting of shareholders to be held on Monday, the following scheme has suggested itself, as practicable, should the present shareholders convene a public meeting and some of our leading men step forward to promote it.

That the present shareholders must make a loss and a very heavy one, is certain, in fact if they succeed in paying off the loans from Dr. Barton and the Recreation Fund they may consider themselves well out of their difficulties.

The aggregate loans amount, I believe, to about Tls. 63,000—and to meet them I would suggest that the Club be re-purchased for Tls. 60,000. That arrangements be made with Dr. Barton and the Trustees' Recreation Fund for a loan from each of Tls. 15,000, for two years, bearing interest at the rate of 12 per cent. This would give Tls. 30 000 of the purchase money, and a balance raised by the issue of 700 new shares of Tls. 50 each, to residents, &c. here, in all Tls. 65,000.

The great drawback to this project would be the disposing of the new shares, but by placing only 400 on the market at first and issuing them at 10 per cent premium or Tls. 45 for a Tls. 50 share, I think little difficulty would be found in getting them taken up. The first six months would show that the Club was more than self supporting, when the remainder of the shares could be disposed of.

From the accounts to be presented to the Committee, I gather that the income of the Club, as at present worked, amounts to nearly Tls. 20,000 while the expenses do not exceed Tls. 15,000, showing a profit of Tls. 5,000 per annum. Deduct from this Tls. 3,600 for interest on proposed loans, and a balance would remain on the right side of Tls. 1,400.

To increase the earnings of the Club and at the same time render it more suitable for the requirements of Shanghai, I would have two or more Bowling Alleys constructed on one side of the ground floor, while the other could be used as at present for the Library and Assembly room. I would have the large Dining room upstairs converted into a Billiard room and five or six tables placed in it. The present Drawing room should be used for a Reading room which would give us a pleasant and cool room during the summer—and should a Ball room be wanted, it would only be the work of an hour or so to remove the Papers etc. to an adjoining room. The other room looking on to the Bund, upstairs, is quite large enough and well adapted for a Dining room.

The Club as at present worked, requires only the lower rooms, the building consequently appears deserted upstairs, but by adopting the plan of removing the Billiard rooms &c., upstairs, we should get rid of that desolate appearance and realize the value of the finest room in Shanghai, during the hot months.

The funds of the Club would be materially increased by the addition of the Bowling Alleys and more Billiard Tables, when a dividend might be declared to the shareholders and the loans reduced as much as possible.

I will not trespass further on your space by mooting the questions of better wine, stricter economy, more attention to the wants of the members, as a committee, if elected from both the members and shareholders, would attend to these matters.

A Member.

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SUPREME COURT.

21st March.

Before Sir E. Hornby.

Chee-Quai v. Jardine, Matheson & Co.

Mr. Myburgh and Mr. Mitchell appeared for the plaintiffs.

Mr. Pauncefoote and Mr. Rennie appeared for the defendants.

Mr. Mitchell read the plaint and answer put in.

Mr. Myburgh.—The plaintiff in this case is a Chinaman and the defendants are in point of wealth the Rothschilds of this part of the world. The present is one of more than a score of actions that will be brought unless this case shall decide the points to be raised on them. Until about three years ago Messrs. Jardine, Matheson employed foreign brokers as well as natives. About that time Takee a Ningpo broker died and in consequence of the high manner in which he spoke of Chee-Quai, they employed him in his place. To shew the confidence they reposed in Chee-Quai I may state that he was taken as a partner into the Ne-wo bank. And it was so notorious, that Chee-Quai was Messrs. Jardine's broker that he was obliged in such capacity to employ persons to buy since if he himself went into the market the prices would instantly get up. In December last, having previously bought for Messrs. Jardine, Chee-Quai was directed by Mr. Whittall to buy two or three hundred bales of silk, and he accordingly asked for musters which were taken to his house. The price could not be settled without Mr. Robison, who was authorized by Messrs. Jardine to arrange about the cost, and he advised the silkmen selling to Messrs. Jardine. The plaintiff sold fifty bales at Tls. 520. They were delivered weighed and cut open, as if closely inspected. We shall produce evidence to show that Chee-Quai had authority to order the silk for Messrs. Jardine, Matheson & Co., and that Mr. Robison had authority to settle the price. The contract was made and completed, but the money was not forthcoming. When Chee-Quai applied to Messrs, Jardine for payment of the silk he was told he would get it after the mail had left. I contend first, that there was an express contract between Messrs. Jardine and Chee-Quai in virtue of which the latter bought this silk for them, and secondly that there was an implied contract between the same parties as effective as the express contract. By their habitual dealing Messrs. Jardine recognized Chee-Quai as their agent. The learned Counsel quoted from Parsons on Contracts to show that agency was established by verbal instruction as well as by the more formal mode. The American Leading Cases showed that an agent could bind his principal beyond his bare instructions, and that where an agent had been employed in particular ways by a principal who had ratified his acts, such principal would continue to be bound by similar acts of the agent acting even without authority, and how strictly a principal was bound by the actions of an agent whom he had not disavowed. Even where goods had been delivered on the faith of a forged order, the sellers were allowed to fall back upon the plea of the man, who shewed them such order, having been the agent of him for whom he professed to be buying. This was the decision of an eminent American judge, C. J. Parker. He relied for his case on the express contract he should be able to shew existed between Chee-Quai and Messrs. Jardine and further on the liability of Messrs. Jardine in consequence of implied agency.

Chung-paou-tso.—I am a silk dealer and banker. I am a member of the silk Guild. I transact my silk business though a servant of mine, Hoo-Loodee. That man goes up into the country and buys silk for me. He sells it here as authorized to do. I received a chit respecting silk on the 11th December from Kin-Chee-Quai. Chee-Quai is a silk broker. I sold silk the year before last and once last year to Messrs. Jardine, Matheson & Co. I sold it through Chee-Quai. My factor Hoo-Loodee knows whether the silk was delivered or not. As far as I know a parcel of fifty bales of silk were sold to E-wo on the fifth day of the eleventh month. I gave an order for the delivery of these fifty bales of silk to the purchaser. The silk had not then arrived from the interior. When I say I sold to E-wo, I mean I sold to the large house near the Consulate. E-wo is an English house. I do not know any of the partners in E-wo personally. I sent a muster bale to the E-wo hong. I was the owner of fifty bales of silk which my agent sold to the E-wo hong. I ordered a muster bale to be sent from my hong. In the ordinary course of my business, I would send a muster bale. The remainder of the fifty bales were sent by Hoo-Loodee. There were entries made on my books of the sale of the silk. I keep books for the entry of sales of silk. Here is an entry of the delivery of fifty bales of Chowleen silk on the fifth day of the eleventh month. The entry was made by my clerk. I repeat that on the aforesaid day I sold fifty bales of silk to the E-wo hong. I have not been paid for that silk. I sold the silk through a man called Chee-Quai. I have known Chee-Quai three or four years. I had transactions previously to this one in question with the E-wo hong. I do not know through what broker. The contract for the sale of fifty bales was concluded through Hoo-Loodee. I have known Chee-Quai buy for the E-wo hong. I have not known any but Chee-Quai buy for the E-wo hong. Chee-Quai has represented himself as the buyer for the E-wo hong and he is generally known throughout the silk Guild as such. Since the conclusion of this sale of the fifty bales I have seen Chee-Quai. This particular chit that I now lay on his Lordship's desk is the one I received from Chee-Quai.

To Mr. Pauncefoote.—In this transaction of the fifty bales I did not see Chee-Quai. Hoo-Loodee saw him. I have known Chee-Quai four years. He keeps a silk hong himself. I cannot say whether he buys silk on his own account and speculates in it, or not. I have no account with Chee-Quai as to silk. Chee-Quai has no account at my bank. He buys ready cash from me. He sends a bank order to me. As the usual custom is I go to Chee-Quai for payment when the mail goes. In this case, immediately after the mail left I applied to Chee-Quai. I applied again too. I cannot say how many times but less than ten times. I do not exactly know how many times. He said E-wo had not paid him, and so he could not pay me. I went for payment four times, on the 19th, 20th, 21st, and 22nd. After the 22nd Hoo-Loodee went to get payment. Chee-Quai said, after I first went, that E-wo had not paid him as he owed them money. I put down E-wo as owing me the money. I have no entry stating that Chee-Quai owes me the money. The entry here is of my having sold silk to E-wo. Chee-Quai was a broker I considered. I looked to E-wo to pay me. Chee-Quai was merely a broker whereas E-wo was a large firm: I looked to E-wo for payment. Sometimes the firm pays, sometimes the broker. It is the custom of the silk guild to look to the hong for payment. I have never sold silk through a Chinese agent to a foreign hong and been paid by the foreign hong. I never went to a hong for payment when I sold through an agent. Sometimes my partner or myself goes to a foreign hong with the broker for payment. But I do not remember any particular instance of payment being made by the foreign hong. I know of my own knowledge what I have said. I have had several dealings with foreign hongs through agents. Bower, Hanbury; Skeggs and Co.; Buissonet; Chapman, King; Barnet and Co. The agent in all these transactions was Chee-Quai. The date of the transaction with Buissonet was the fifth day of the sixth month. I have been paid for the silk. I do not know who by. I do not know by whom I have been paid in any transaction with any one of these firms. Here is a transaction with Skeggs. Yu-chu is the broker in it. Chee-Quai was broker when I dealt with Chapman, King. There is no difference in the colour of this ink.

Mr. Pauncefoote explained that he put the question as the ink in which the names of the hongs were written seemed to him darker than the rest of the entry, and so more recently made.

The Chief Judge considered there was no difference in the colour of the ink, but that greater pressure had been used when writing.

Examination continued.—The names of these foreign hongs were all written in at the time of the rest of the entry. The book is a true book. [A witness here was seen in Court, just as his name was mentioned, who had been ordered out. Steps were taken to prevent his or any other witness returning.] I had a transaction with E-wo before the one of the fifty bales, the year before the last. I do not know who it was through. I was not annoyed by Che-Quai's not paying me. Any one would go and ask for payment if not paid within three days of the mail leaving. I did not go to E-wo for payment. Hoo-Loodee did. He is my partner. He went after the mail left, with Che-Quai, to E-wo. Hoo-Loodee applied to E-wo for payment before Mr. Mitchell's letter of advice. As I did not go I cannot say where payment from E-wo was applied for. Hoo-Loodee can. All the silkmen say E-wo owes them money, I do not know that Chee-Quai was taken into the city and beaten by the silkmen. I do not know about the books of the Ne-wo bank. The bankers do I suppose. I heard nothing about the books of the Ne-wo bank, I do not know that the merchants of the silk guild have property belonging to E-kee. It was about three days after the mail went that there was a meeting of the silk Guild to which I went. Immediately after the mail left, I applied to Chee-Quai for payment and the meeting was held because E-wo would not pay. I did not apply to Chee-Quai after the meeting was held. The silkmen then applied to E-wo. The silkmen have subscribed to pay the expenses of this action, I contribute. I only know of Chee-Quai in the transactions I have had with him. These are two. A broker does not tell the foreign buyer. It is not against the rule of the Guild for the Chinese broker to tell the foreign buyer of whom he buys the silk. I know my goods were delivered. I do not know in this instance whether Hoo-Loodee got a receipt for the goods.

Re-examined.—In the sales to Bower, Hanbury; Chapman, King, &c., I have been paid, that is the difference between this case and those. I gave credit to E-wo in this case at issue. I would not have made a contract with Che-Quai as an independent merchant. Though he was at one time a wealthy man, I would not have sold to him for himself, because he was known simply as a broker, and so I would not have given him credit for so large an amount as the value of the silk. I was at the meeting of the Guild that took place three days after the departure of the mail. After the meeting the whole body of the silk men applied to E-wo for payment.

Chee-Quai.—I know the E-wo hong. I have been connected with it for about three years, I was a silk broker before that time. I acted as broker for E-wo. The first time was about ten years ago. For seven years from that date I was acting only occasionally as their broker. E-wo then first gave me the money before I got the silk. They entrusted me frequently with large sums during the last three years to go into the silk districts and buy silk. Roughly speaking about Tls. 10,000,000 have passed through my hands in silk, tea and cotton transactions. They used to ask who I was buying for and I specified the name of the house. The silkmen asked who the silk was for. I said E-wo. When E-wo asked me to get silk for them, I employed my own buyers, and they brought the silk down. During the last three years I have bought seven or eight thousand bales at about Tls. 350 a bale. In Shanghai I have also bought silk. During the last season I bought in Shanghai for E-wo about fourteen or fifteen hundred bales. In those cases I disclosed the name of E-wo as my principal. In consequence of the failure of several small firms, I gave the name of my principals. The silkmen have lost largely. When buying tea and cotton for E-wo I also disclosed. When a contract is made the silkman, is not always present, but he is at the weighing when the silk broker receives the money from the buyer and pays it to the vendor. The money is paid customarily after the mail leaves. E-wo did, to my knowledge, employ two other silk brokers, small brokers they were. These two men have bought about one tenth of the silk E-wo has bought. I have represented myself as E-wo's broker within the last three years. I am a member of the silk Guild. I have so represented myself. I know the plaintiff in this case. He is a member of the silk Guild. The silk I purchased for E-wo was all delivered into their (E-wo's) godowns. They have people in the godown to receive the silk. Sometimes I am present at the delivery, sometimes one of my two servants. The silk was paid for by orders on the Ne-wo bank which is in the premises of E-wo. The partners in it, are E-wo and myself. The Manager was myself. There was some one I appointed sub-manager. I appointed him. I was surety for him. In the case of tea and other purchases payment was made in the same way as in the silk. The transactions of this bank were very large—exceeding Tls. 1,000,000 a month. No one can count. The business of the bank was enormous. In June or July I made the first purchase this last season for E-wo. During those months and during August, September and October, I was constantly buying silk for E-wo. For all the operations during that time E-wo paid. On the 11th December I bought silk for E-wo. I got the order from the master (Mr. Whittal) of the E-wo hong. I was told to get musters from the silkmen and to send them to E-wo. On this occasion I wrote chits to the silkmen. I recognize this piece of paper. It says "E-wo wish to buy silk, if your hong has any please send muster one bale and come round to my house. [The document was dated the 11th December and was addressed to the Kin-sing hong of the plaintiff] In consequence of this chit Hoo-Loodee came to my house. Mr. Whittal told me to settle the price of the silk with Mr. Robison who had discretion as to the price. I know Mr. Robison. I recollect a settlement of fifty bales of Tsatlee with Hoo-Loodee. One settlement was made on the 11th December. Mr. Robison was present at the settlement. He came round to my hong at about eight or nine o'clock at night. About eight silkmen were present besides Hoo-Loodee. Mr. Robison said he had power to come and settle the price of the silk. I interpreted to the silkmen what passed. It was about two hours before they settled the price of the different musters. The musters were at E-wo's house. The difficulty as to settling was the silkmen held out for high prices. The silkmen got rather less than they asked: In consequence of what Mr. Robison said the Chinamen lowered their prices. Mr. Robison said the price was now lower in foreign countries: and they had better sell to E-wo, as the small firms occasionally broke. They would, by selling to E-wo, get their money after the mail. That night about two hundred bales were settled, to be delivered on the next day. They were delivered on the 13th. The plaintiff's fifty bales were not part of these two hundred bales. They were delivered when they arrived from the country. They were settled for at the same time with the other two hundred bales. Tls. 520 a pecul were to be paid for them. These fifty bales were delivered to E-wo on the 19th December I think. My purser keeps my books and makes a note of the date at which he delivers. I did not see the musters at E-wo. When I ordered this muster of the fifty bales I sent a slip of paper with my hong name on it and received it back stamped. [The note accompanying the silk was now put in.] Hoo-Loodee asked me about the money. I replied, after the mail went I could get the money from E-wo. Two or three days before, when I asked Mr. Whittal for some money he told me to buy more silk. Mr. Whittal told me to wait for payment for the silk until after the mail left. I have not got a cash from E-wo to pay to Hoo-Loodee. I have not paid Hoo-Loodee. I have represented frequently to Hoo-Loodee that I wanted this silk on account of E-wo. I have a book showing my balance with the Ne-wo Bank. The piece of paper I sent with the muster bale was returned to me with a stamp, and has since been returned to E-wo.

Mr. Pauncefoote was ready to admit that the E-wo hong received from Chee-Quai's hong fifty bales of silk, the subject of this action.

Examination continued—In all cases in which I sell silk I send in with the silk a piece of paper to identify the silk. The persons who have the use of my house are country silkmen. E-wo has not paid me any commission. E-wo from time to time has paid me money on trading accounts. Our accounts have not been settled. I refer to the unsettled commission account. The commission account has not been settled because our three years' accounts have not been settled.

The following question of Mr. Myburgh's was objected to by Mr. Pauncefoote and a note of the objection was made by the Chief Judge. On the report of the arrival of Messrs. Jardine's steamers have you received orders to buy, and what have you done? When I bought in Shanghai I employed servants of my own. I did so, because if I bought myself the silk would go up, as I should be known to be buying for E-wo. When a steamer arrives I get general orders to buy, if I buy at too high a price they cut me. During the last three years I have bought Tls. 10,000,000 worth of tea, silk and opium for E-wo.

The case was here adjourned for ten o'clock the next day.

———

22nd March.

At the opening of the Court this morning at ten o'clock, the examination of Chee-Quai was proceeded with.

After the mail left I did apply to Mr. Whittall for payment. I was promised by Mr. Whittall that the money should be paid into the Ne-wo bank on the 24th December. I have stated myself to be a partner in the Ne-wo bank. This is the deed of partnership. There were two copies of it. I signed both. I ordered my copy to be given to Mr. Whittall. He wished to see it and asked me for it. I have not asked him for it. Two orders on the Ne-wo bank were given by Mr. Whittall to the shroff of the bank, payable to account of silk purchases. The orders were—one for Tls. 100,000, the other for Tls. 75,000.

Mr. Myburgh asked the witness how much cash was in the bank when these orders were given.

Mr. Pauncefoote objected to the question. The sub-manager and shroff would know how much money was in the bank at that time.

The Chief Judge. So, surely, would the manager.

Mr. Pauncefoote. Perhaps only from hearsay, and I think he may not say the truth.

The Chief Judge. You can test this in cross-examination. The question must be put.

Examination continued.—There were Tls. 5, $60 and a thousand *cash* there. The accountant told me this. I have not examined the books myself. The two orders were not cashed. I told the silkmen the state of the bank, but before I so told them, they had heard it outside. As there was no way of meeting these orders, the bank stopped. It stopped payment on the evening of the 24th December. In consequence of pressure from the silkmen, I saw Mr. Whittall on the 25th December, and told him the silkmen pressed me to ask him for payment, as they found out the orders had not been cashed. Mr. Whittall told me to tell the silkmen to wait, and he would settle all. He said he would settle all in two days. I went and told this to the silkmen. They were inside the E-wo house at the time. Mr. Whittall told Ya-kee to tell the silkmen, in my hearing, that he would pay the money in a few days. This he said on the second day. He spoke to me to this effect on the first day. Ya-kee was compradore to E-wo a long time ago. I did not meet the silkmen after that at the E-wo hong. I was inside, afraid to come out. I staid there about a week. The silkmen after this conversation with Ya-kee went to the E-wo hong daily, so I heard, for about a week.

To Mr. Pauncefoote.—I used to settle the accounts of the Ne-wo bank roughly with Mr. Johnson every month. Cum-E-sing used to settle with Mr. Petrie every month. I settled the bank profit and loss account, with Mr. Johnson, every month. This was a rough account to be properly settled in three years. I did not many times go over the general account between E-wo and myself with Mr. Petrie.

To the Chief Judge.—There is a general account of profit and loss that was settled roughly every month by Mr. Johnson and myself, E-wo kept a private account current in the Ne-wo bank, which was settled every month by Cum-E-sing and Mr. Petrie. There was an account also between myself and E-wo—a general account on tea and silk, &c., purchases.

To Mr. Pauncefoote.—That last mentioned was a running account between E-wo and myself. I never once went over that account with Mr. Petrie. The 31st October, I had a little conversation with Mr. Johnson about the affairs of the bank. I handed to Mr. Johnson an account shewing Tls. 170,000 in silver. The sub-manager gave me the account and I handed it to Mr. Johnson. I cannot remember whether Mex. $ 50,000 were put down as Tls. 40,000. I have a silk warehouse, not a hong. I have sold silk for others. I have never sold silk on my own account. I have never shipped any silk to Europe on my own account. I have for others. When I sell silk for Chinese merchants I get in some cases, Tls. 2 a bale; in some, nothing; that is, when the silkman has his own warehouse. When silkmen have warehouses of their own, I charge them no commission. E-wo promised me a commission. Mr. Keswick promised me a commission. Mr. Whittall did not. The fifty bales at issue were not in my warehouse. In the month of December, between the 5th and 19th E-wo bought six hundred bales of silk. These six hundred bales were sold for the silkmen. Mr. Robison inspected the silk I bought for E-wo. I did not sell to them. I myself and Mr. Robison were, both of us, brokers on the occasion for E wo. On the same occasion Mr. Robison told me that he was buying as broker for Chapman, King. I assisted Mr. Robison to buy silk for Chapman, King, as selling for the silkmen. [The witness here told the learned Counsel he "talkee talkee too much," in reply to a suggestion somewhat sharply put by him, "not to laugh."] I was, in Chapman, King's purchase, a kind of broker for both parties, viz. for Chapman, King and the silkmen too. Chapman, King did not pay me any commission on this purchase, but the silkmen did. I never received a salary from E-wo. I never received a commission from E-wo. Not even for buying up country; but the silk hongs who collected the silk got a commission. That commission was paid by E-wo. It was one per cent, and added to the cost of the silk. The commission was included in the price I named to E-wo. Whenever a commission is paid, it is deducted. I have not received the commission on the six hundred bales. The silk men not understanding English, the practice is that the broker goes to the hong and receives payment for them. In the course of my own dealing, I cannot name a foreign hong that has directly paid the silkmen. But I have heard of a foreign hong paying the silkmen directly. I cannot, though, remember any particular instance. E-wo has not, in any cases in which I have acted, paid the silkmen directly. There have been cases where the silkmen went with the broker to receive the money. They staid outside. In the case of the Tun-sin hong, about November or December, I shipped a large quantity of silk, but belonging to silkmen, through foreign hongs, for Europe. They have been paid. I have not shipped any for Campbell & Co. Mr. Campbell owes me Tls. 14,000. Tls. 10,000 were on an old account. Tls. 4,000 were due on silk to some silkmen. In November and December I shipped silk through Reiss & Co. I have received money for it on account of the silkmen, the sellers. I shipped a great many bales. I do not know how many. Also through Skeggs twenty-five bales. That has not been paid for; the accounts have not been made up. Also through Buissonnet, on the silkmen's account. I do not consider I am bound to say whether this has been paid for. I decline to answer questions relating to the business of hongs. The silk did not belong to me; it belonged to the silkmen. It was shipped in my name according to custom. I do not owe Tls. 350,000 to the silkmen. I do owe, in all, about Tls. 100,000. They have not got possession of all my assets. [The witness, in reply to the learned counsel telling him "not to be afraid," caused a good deal of merriment by contemptuously replying "No fear."] The silkmen wanted tea of mine, so did E-wo. The Taotai arrested it.

Mr. Myburgh objected to these questions. What bearing had they upon the case? The plaintiff must be shown to be a party in the matters.

The Chief Judge considered the objection valid and would take it down.

Cross-examination continued.—I do not know that the silkmen asked Mr. Whittall to advance them Tls. 200,000 on the security of my assets, in which case they would abandon these actions. I know Tchu-ping. He belongs to the Guild. Tut-sing does too. I have talked to Mr. Campbell because I wished the whole matter to be settled. The silkmen told me that Mr. Whittall had sent Mr. Campbell to me. When the E-wo bank stopped, the sub-manager took possession of the books. I do not know what became of them. I have not seen them since. The silkmen pressed me for payment. They did not thrash me. They did not take my wife's ornaments off her wrists, so far as I know. Mr. Whittall told me not to be afraid. It was on account of the silkmen's money he would not pay, that he told me not to be afraid. As for dying, you talk about. Mr. Whittall looked in my face and told me I was nearly dying. I staid a week at E-wo. I left because the silkmen wanted me to go to the Guild. I shipped through E-wo for Hansing, in October, two hundred and fifty bales. In the month of December I shipped none. I did not ship in my name, through E-wo, in December, fifty-nine bales of silk. During September and October, as to business with E-wo, I can't tell whether I did any without my books. Perhaps I did a little. I can't tell without my books if I did business for other hongs during those months. On the 23rd December, I told Mr. Whittall I had purchased for E-wo two hundred and ninety-six bales. [Mr. Myburgh objected to this question on the same grounds as he had before objected.] Mr. Whittall gave me orders to buy these two hundred and ninety-six bales for him, and so must have known about it. If Mr. Robison states I bought this silk on speculation, he says what's not true. I did not tell Mr. Whittall that this silk was mine.

Re-examined.—In the case of the shipments through Campbell and others, I received in advance seventy per cent, and in some cases eighty per cent. The average per centage advanced to me has been seventy-five or eighty per cent. In all the cases I paid over this advance to the silkmen. I received invoices in these cases, which I handed over to the silkmen. There was a shipment through E-wo when I gave no papers, because E-wo gave me none. I told the silkmen I was shipping through foreign hongs. The general account between myself and E-wo is not settled. I have given instructions about it.

Mr. Pauncefoote objected to this question unless the witness would allow a bill to be filed against him for an account.

Mr. Myburgh.—We are going to file a bill against you.

Mr. Pauncefoote.—But our jurisdiction does not extend to this.

The Chief Judge.—I shall take care sufficient guarantees are given.

Re-examination continued.—Mr. Robison acted in the same way as he did on the 28th December, from the ninth month of the last year. Mr. Robison acted in the same way for E-wo as Mr. Fisher used to do. The incidental charges of collecting, packing, &c., tea, silk, &c., were added, as well as the commission, to the price of the silk. Mr. Keswick was the only partner who made the promise to me about commission. I constantly had large sums of money belonging to E-wo in my hands, and therefore did not apply to them for commission.

To the Chief Judge. Chapman King and Co. have paid for the silk which Robison and I bought for them at the same time as the fifty bales were bought. They paid half in shirtings and half in sycee. They sent the shirtings to E-wo. The contract was that the silkmen were to be paid half in shirtings and half in sycee. I got orders from the silkmen about the shirtings and sycee. I asked E-wo to advance money on them. They promised to do so, but did not, and the silkmen have not been paid. Chapman King and Co. gave me an order for sycee on the French Bank. I took the order to E-wo to get money on it. They took it, but did not give me the money for it. Some time after Mr. Robison brought it to me, told me it was for the half sycee, and asked me to endorse it. I did so. The silkmen have not been paid therefore.

Hoo-Loodee.—I am manager of the silk business in the plaintiff's hong. I am a member of the Silk Guild. My master keeps a bank, and trades in silk and tea. In the service of my master I go into the interior at times to buy silk, and when here I sell silk. Since last year I have been managing my master's silk business. Since the fourth month of the last year. Before, I was managing a silk business at Nanzing. I know Chee-Quai. I have known him since last year. Of my own knowledge Chee-Quai is an interpreter. I mean that he does broker business for foreign hongs. I know he is in the habit of doing business for E-wo.

Mr. Pauncefoote objected to the witness being asked what sort of business Chee-Quai was employed in for E-wo. He considered there was a difference between service and agency, but in point of fact he took the objection because Chinese witnesses came prepared to say what was best suited to their case.

The Chief Judge over-ruled the objection. The witness could answer to the question as a matter of notoriety, and be cross-examined on his answer to ascertain how far it was true.

Examination continued.—He does business for E-wo as agent in buying silk and tea. In the month of December my master's hong sold silk to E-wo through Chee-Quai. I recognise this document. It was sent to me and purports to come from Hup-sin hong. Chee-Quai's hong that is. It is signed by Chee-Quai. I got it on the fifth day of the eleventh month in the forenoon. [A translation of the document was read. It was as follows:—"Messrs. Jardine, Matheson and Co. are desirous of purchasing Tsatlee silk and I understand you have some for sale, if so, will you oblige me by sending a muster and do me the honour of calling at my hong when we can arrange about it personally."]

I sent a muster to E-wo on receiving this document. After getting this document I remained in the hong until the evening when I went out. A man was sent after me telling about the muster and to go to Chee-Quai's hong. I saw Chee-Quai there and four silkmen besides myself. After my arrival none came. I remember a foreigner coming there. I would know him if saw him. Robison is his name. I see him in Court and point him out. Chee-Quai told me that Mr. Robison had looked at the silk in E-wo's godown. Chee-Quai told me that Mr. Robison was there to settle for some silk and its price. Finally the price settled was Tls. 520. Mr Robison offered Tls. 500. He settled for the fifty bales. Thirty were in Shanghai, the others were coming from the country. They were delivered all together on the arrival of the twenty from the country. I wanted Tls. 540, for the silk. It is usual to ask one price and take another. I have the book, the plaintiff produced yesterday. Here it is. It contains the entries of all our silk sales. The entries are in our clerk's writing. The clerk is now in the interior. I directed the clerk to make this entry of the sale. I was present at the weighing of the silk. It took place in the silk house of E-wo. There was some one at the scales. He was in the employ of E-wo. I do not know his name. A servant of Chee-Quai's was there. I made a memorandum of the weights, and I told the clerk to enter them. These documents were brought to my hong by Chee-Quai's servant. With the papers and the silk I went to the E-wo hong. It is customary for a merchant selling silk to a broker to send with the bales such papers. I sold this silk to E-wo's hong through Chee-Quai. I would not have sold it to Chee-Quai. Chinese always sell to foreigners. It is the custom to sell large quantities to foreigners, small quantities only are sold to Chinese. I know Chee-Quai as E-wo's agent for the purpose of buying tea. Chee-Quai once represented himself as E-wo's agent to me. I have heard it constantly from different silkmen. As a member of the Silk Guild I know of transactions in silk between E-wo and other silkmen. After the delivery of the fifty bales of silk I went to E-wo's hong, finding the money not forthcoming, to ask for payment. I went with Chee-Quai. Chee-Quai gave as a reason for the money not having been paid before, that E-wo had not paid him. When I went with Chee-Quai to the E-wo hong, Chee-Quai went upstairs and I stopped below. On his return I did not get the money. He told me to wait and be paid by E-wo next day. This took place on the 20th December. I went back the next day. I again saw Chee-Quai. I met him. I got no money as E-wo had not paid. I do not know whether any of the other silkmen saw any of the Taipans. I did not authorise any other silkmen to apply for payment of these fifty bales. I gave no one authority to compromise this question. I have always looked to E-wo for the settlement of this claim. I have looked for the payment from E-wo through Chee-Quai.

To Mr. Pauncefoote.—Sometimes the seller goes with the broker to get payment from the foreign hong. I have done so. In the case of George Barnet and Co., the broker goes

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up stairs, and I remain down stairs. It is the usual custom to have these papers. A foreign hong will not receive any silk unless it comes in with a chop from the broker. When the silk is weighed the silkman must be there. A foreign hong does not look solely to the broker irrespectively of the vendor of the silk. I look to the foreign hong for payment, but remain below while the broker goes upstairs as I dont understand English. I have not made a direct demand to any foreign house. The money for the silk in question was payable after the mail. I went to Chee-Quai and he told me he must be first paid by E-wo My master did not go three four or five times to Chee-Quai and ask for payment. He went to E-wo with Chee Quai. My master and I went to Chee-Quai several times. Chee-Quai told me he was E-wo's agent. On one occasion my master went to Chee-Quai and being very angry threatened to throw his bed out of window. I open my book and find I sold to E-wo. How can I pay Chee-Quai commission if I do not get paid myself. I do not know that Chee-Quai does a large business. I have never been inside Chee-Quai's hong. I have been inside his warehouse. It was there I went and asked Chee-Quai for payment. I do not know that Chee-Quai speculates in silk. He owes the Guild over Tls. 300,000. When E-wo pays Chee-Quai will pay. I do not know that the silkmen have got property of Chee-Quai's. I do not know Mr. Campbell. The silkmen look to E-wo.

Yen-kee.—I am in the employ of Chee-Quai. I was at my master's hong on the 11th December. I saw a foreigner there. I see him now standing near. I saw Hoo-Loodee there. I heard Mr. Robison settle with Hoo-Loodee on that night for fifty bales of silk. Chee-Quai interpreted. I do not know the price at which the silk was settled for. I heard Mr. Robison speak to Chee-Quai with reference to the price. He told Chee-Quai that E-wo wanted some silk. Mr. Robison did say that silk in the foreign market was declining and he advised the silkmen to sell the silk. Mr. Robinson said that E-wo was a great house and that they were quite safe. The silkmen said if E-wo want silk we are willing to sell. I know the fifty bales then settled belonged to my master. I next saw the silk on the 19th December. It was while it was being weighed in E-wo's room I last saw it. A silkman of E-wo's weighed the silk. It is my duty to check the weights and to make a memorandum of the weights. I took home that memorandum. I delivered it to the clerk. The clerk entered it in his book. The purchase was made on E-wo's account. My master is an agent for silk and tea. My master chiefly buys for E-wo. While I have been in Chee Quai's employ, he has been the sole buyer as far as I know for E-wo.

To Mr. Pauncefoote.—I have not the books of my master's hong. The books were produced by consent and handed to Mr. Pauncefoote, but not in put evidence.] There were about ten silkmen, present when I saw Mr. Robison on the night in question. After the mail left Hoo-Loodee came to my master's house to get him to go to E-wo for payment. About six times perhaps. The silkmen sold to E-wo through Chee Quai. No one told me to say so. We have talked about the silkmen selling some silk and not having been paid. My answers are my own. There was no such conversation as you suppose. The silk was sent directly from the seller to the E-wo hong. I never saw it in my master's hong.

Ma-yu-shu.—I was at Chee-Quai's house on the evening of the 4th December. I was there as a silkman from the country. I sometimes go into the interior and sometimes live in Shanghai. I am not a member of the silk guild. A foreigner came in. Chee-Quai was there. Also Yen-kee. On the 4th December I had silk for sale. I have known Chee-Quai for five years. Chee-Quai is an agent. He bought for others tea, silk, etc. I know of his buying and selling for foreign hongs. Chee-Quai has represented himself to me as the agent for foreign hongs. Chiefly for E-wo. I know he has had large dealings with E-wo. I have have had dealings with the E-wo hong though Chee-Quai. More than once. The last year and the year before the last. I have always been paid on these occasions. The first occasion when I was not, was in December when this foreigner came in to Chee-Quai's house. I know him. His name is Robison. Chee-Quai told me what Mr. Robison came about. To buy silk he said for E-wo Mr. Robison talked to Chee-Quai about the price. I did not offer to sell any silk to E-wo that night. I know Hoo-Loodee. Hoo-Loodee sold to E-wo. Chee-Quai said there would soon be a silk inspector coming from E-wo to buy silk. He mentioned it to the silkmen too. I know Chee-Quai is a partner in the Ne-wo bank, I witnessed the deed of partnership.

To Mr. Pauncefoote.—I know I have sold silk to E-wo and Chee-Quai has received money and paid me. I know the silk was for E-wo because I weighed it at E-wo's. I know Mr. Keswick. I have not received money from E wo because it is customary for the foreign hong to to pay the broker and not the silkman. I have sold to five or six foreign hongs.

The Court adjourned the further hearing of the case until ten o'clock the next day.

23rd March.

At the opening of the Court this morning Mr. Myburgh called

Shu-Shaou-Chong,—I am a silkman. I have been engaged in the trade four or five years. I know the E-wo hong. I know a Chinese silk broker Chee-Quai. I have known him about four years. He is an agent doing business for E-wo. He has been doing business for E-wo, as far as I know, for three years. I did business with E-wo through Chee-Quai last year. Before then, not. I am, as are all silkmen, a member of the Guild. I remember the 11th of December last. On that day I received certain communications from Chee-Quai. He sent for me by a chit. This is the chit. I know the chop on this chit. It is that of Chee-Quai's hong. I have before received chits from Chee-Quai. I know this to be his writing from those chits and their results. [The chit was now put in. It was to this effect.

11th December 1866.

As Messrs. Jardine Matheson and Co. are instructing [Mr.] Robison to call here and settle in person about the price of the silk, I beg the favour of your coming over to my place to have a talk about it. I shall be obliged if you will not let anything interfere to prevent your coming.

Your obedient humble servant,

Tzu-K'wei.

To Hsu Shau-Chi.

Ching-Chi Warehouse.

In consequence of this chit I went to Chee-Quai's house. I saw Mr. Robison at Chee-Quai's house. Chee-Quai told me he wanted the silk for E-wo. He said this in Chinese. Mr. Robison then said it was better for the silkmen to sell their silk now, as the price was declining in foreign countries. He said this to me. I was asking Tls. 520 for silk. I had sent a muster previously, and on this occasion of 11th December asked Mr. Robison Tls. 520. Mr. Robison did not agree to give this price. Mr. Robison told me the price of silk was going down in foreign countries. I settled eighteen bales on that night at Tls. 517½, in consequence of what Mr. Robison said about the foreign market. I know Hoo-Loodee. He was present while this conversation was going on between Mr. Robison and myself. Chee-Quai was present too. I heard Chee-Quai interpret to the other Chinese silkmen what Mr. Robison said. In consequence of this settlement with Mr. Robison that night, I sent eighteen bales of silk to E-wo the next day. I sent the silk direct to E-wo. I went with the silk to E-wo, and after waiting a while saw it weighed. I did not get from Chee-Quai a slip of paper before I took the silk to E-wo. I gave the delivery order to my coolies. They did not give it back to me. I sold to E-wo through Chee-Quai. The native broker only interprets between the parties in the case of a sale to a foreign hong: I am licensed by the Taoutai as a silk broker. Hoo-Loodee has said that he got a slip of paper from Chee-Quai. I did not, as having a silk warehouse and a license. I do not therefore need the slip of paper. I have sold my eighteen bales to E-wo through Chee-Quai. I looked to E-wo for payment.

To Mr. Pauncefoote.—I have sold silk on other occasions to E-wo. On those occasions I went with Chee-Quai for payment. Chee-Quai went upstairs and I staid below. I look to the E-wo taipans to pay me. But as having an agent and not knowing the taipans I thought it best to stay below. I have had transactions since last year with foreign hongs. I have my book here. It is all the same whether one is paid by the foreign hong or by the Chinese broker. As to your question of what I know about the custom of foreign hongs paying, each man has his own business to attend to. I do not know of any case where there has been direct communication between the foreign buyer of the silk and the seller. I have not been paid for my eighteen bales. I have not applied to E-wo in writing for payment. I have not applied through a lawyer for payment. On the 25th day of the eleventh month I and two others went to the E-wo hong. I saw one of the masters. He talked chiefly to Chee-quai. I spoke to him also. I said "belong my silkeeman, you makee payee my." He answered "just now no got time, by-and-by makee settlee; tomorrow you come." I went the next day and saw him. He was then busy with mails from Hongkong, and told me to call again. The two others who went with me were in the room when all this took place. I looked to E-wo for payment. I never asked Chee-Quai to pay me. Before this occasion I have never been to a foreign hong myself and asked for payment. I have had many dealings with Chee-Quai, whom I trust to sell silk for me. I keep a silk account with Chee-Quai. In it I put this silk down against E-wo. I know a hong called Tehin-hao. It is not my hong. My hong is not in the same building with it. It is in the rear of Maertens, Latham & Co. The Silk Guild have rules about commission, and about doing business with foreign hongs.

Mr. Myburgh objected to the question as to what the rules were.

Examination continued.—The rules refer to teas. They refer to commission, exporting, and taxes. They are made up among ourselves, and refer also to Custom House dues. I have sold to foreign hongs through Chee-Quai. I went with Chee-Quai to the hongs for payment. The taipans know nothing of me. I know Chee-Quai has done a great deal of business for E-wo.

Re-examined.—I frequently went with other silkmen to E-wo and on all these occasions payment was refused, and I was driven out of the place. I was driven out by a taipan with a stick in his hand.

Zee-Yu-dee.—I know the plaintiff. I have heard something about this action. I have known Chee-Quai several years. I have had dealings with the E-wo hong through him for the last ten years. When Chee-Quai commenced as agent I did all my business with E-wo through him. He has represented himself to me as the principal broker of E-wo. Every one knows he is so. It was known that Chee-Quai was a partner in the Ne-wo bank. I am one of the principal men in the Silk Guild.

To Mr. Pauncefoote.—I have had silk transactions with E-wo. Some last year. The year before the last, in the fifth or sixth month, a transaction of a hundred bales. I was paid for that. I went with Chee-Quai to E-wo. I did not see the taipan, as I do not understand English. In some cases in which the silkman sells silk, he goes himself to the foreign hong, in others he goes with the broker. When the silkman sells directly, the silkman goes for payment alone; when through a broker, he goes with the broker. The custom is the broker gets paid, and unless the silkman gets an authority from him, he cannot get paid. In the sale to E-wo through Chee-Quai, I was sometimes paid by brokers' orders, sometimes by compradores'. In the last transaction with E-wo, I was paid by an order on the Ne-wo bank which Chee-Quai got, and I went with him to get it cashed.

Re-examined.—I have dealt largely with foreign hongs. To the extent of millions of taels with Bower, Hanbury and Co.

This closed the case for the plaintiff.

The Court accordingly adjourned until Monday at ten o'clock.

25th March.

Mr. Pauncefoote opened the case for the Defendants as follows:—May it please your Lordship, I rejoice that the time has at length arrived when I am permitted to address the Court on behalf of my clients, Messrs. Jardine, Matheson and Co. We all know "one tale is good until another is told," and certainly I have never in my experience known an instance in which that familiar old adage was more applicable than in the present case. But however anxious I may be to reply to the case as it has been presented by the learned counsel for the Plaintiffs, I am still more anxious to refer to certain malignant rumours which have lately been afloat, and which it would be affectation to ignore; rumours to the effect that my clients, who were large creditors of Chee-Quai, having discovered that he was insolvent, sent him into the market to purchase 400 bales of silk, and by some transfer of imaginary balances or some other juggle of accounts, actually repaid themselves Chee-Quai's debts out of the pockets of the unfortunate silkmen! Indeed the last good thing from the Bund was that they had paid the silkmen 200,000 Taels to keep the matter out of Court. My Lord, I take the earliest opportunity that is afforded me publicly to declare on behalf of my clients that a more abominable tissue of falsehoods was never disseminated. I beg to state that the whole of the silk in respect of which these wicked calumnies have been spread, was purchased in pursuance of instructions received from the head of the Firm in Hongkong, and in the usual course of business. On receipt of these instructions Mr. Edward Whittall directed Mr. Robison, the well known silk broker and inspector, to purchase at certain limits; and according to those directions Mr. Robison purchased the silk and invoiced it with the usual brokerage of 1 per cent for buying and inspecting.

Mr. Robison went to Chee-Quai's silk hong and there bought of him, among others, the 50 bales which are the subject of this action. He dealt with Chee-Quai alone without the slightest knowledge that Chee-Quai was not the owner of the silk as well as the seller. There were other Chinese, about whom he did not know, and to whom he did not speak, and the transaction was carried on precisely in accordance with the well known usage of the silk trade in Shanghai, namely that the foreign buyer deals only with the actual "silkman" who sells without any knowledge whatever of any principal, the latter, if he exist at all, always keeping in the back ground. The silk was sent to the Defendants with vouchers, already in evidence, to the effect that the silk was sent from Chee-Quai's silk hong, and, although it is denied by the Plaintiff's witnesses, I shall be able to prove that it was brought there by Chee-Quai's people. I wish also to state that not only has Chee-Quai been paid for every bale of silk purchased of him not by any debiting in account, but by actual cheques upon the Ne-wo Bank and by compradore's orders, all of which were returned in the usual course endorsed as paid, and acknowledged as paid by Chee-Quai when adjusting accounts with Mr. Petrie, the Defendants' Book-keeper, who had charge of that account. I must add also that independently of these payments Chee-Quai is largely indebted to the Defendants on a balance of accounts.

Messrs. Jardine, Matheson & Co., deeply regret that these proceedings have become unavoidable, and I am sure that the whole community must join in that regret, because the litigation must tend more or less to to unsettle the course of a most important branch of trade, and to create ill feeling between the Chinese and the foreign community. If the silkmen, who appear to have been swindled by Chee Quai had pursued the course which they had originally adopted of leaving the whole master for adjustment in the hands of Messrs. Jardine, Matheson & Co., I am satisfied that the whole matter would have ended in peace and contentment. The name of Mr. Robt. Jardine has long been associated not only with great wealth, but with acts of great munificence and generosity. It is unnecessary, I am sure, in China, to quote any instances, but I come from the colony of Hongkong, where his contributions to works of public utility and charity are such as, with the exception of Mr. Peabody's noble gifts to the poor of London, are unequalled by those of any other private individual in the world. Can it be supposed then that upon such an occasion as the present, if the silkmen had not by their conduct rendered it impossible, he would have been slow to put put the hand of peace, and to treat the question in the spirit of the greatest liberality?

The demands which the silkmen feel themselves entitled to make are very different from the demands put forward by their lawyers. The following is the settlement which they proposed to Mr. Whittal, and although the Plaintiff himself in the witness box, denied that any amicable arrangement was even proposed or that he knew anything whatever of Mr. Campbell, his counsel will be surprised to hear that he actually was one of the very silkmen who waited upon Mr. Campbell and begged him to convey to Mr. Whittall the proposals for a settlement. The silkmen say "We have not been paid by Chee-quai for our silk. We are paralyzed by the want of ready money. Chee Quai has assets, not immediately realizable, amounting to some 200,000 Taels. If you will advance us the fair value of those assets, and take them over, we will at once withdraw all claims. Now this is a very fair proposal under the circumstances, but unfortunately the honor and character of Mr. Jardine's house has been assailed, and it is unnecessary for me to say that there could be no alternative, but to have a full enquiry in Court and in the broad light of day.

The question therefore, as far as my clients are concerned is not one of money, but one of character, and it is with inexpressible relief and satisfaction that they are here to-day to enter into that enquiry which they ardently seek. My duty, however, as their Counsel is to vindicate their legal rights as well as their character, and I have no doubt that I shall be able to satisfy the Court and the public and even perhaps my learned opponents that the plaintiff's claim cannot be supported in law, and at all events that the conduct of my clients throughout these transactions has been such as becomes a house which has so long maintained a position for high standing and commercial integrity second to that of no other house in the world.

The learned Counsel then proceeded to argue that there were no circumstances adduced in evidence on behalf of the plaintiff from which a general agency in Chee Quai could be inferred. His partnership in the Ewo Bank had nothing whatever to do with transactions in silk. The great bulk of the defendant's operations in silk consisted of purchases in the country for ready money. But in town, with the exception of one instance, Chee Quai received no orders to buy silk, but supplied it at a certain price in his own name and as principal. The evidence of the plaintiff clearly showed that Mr. Robison was the agent to buy for the defendants, and Chee Quai was the agent of the plaintiff to sell. Even if Chee Quai was a general agent for the defendants, he did not act *as such* in this particular transaction. Mr. Robison will satisfactorily prove that, in accordance with the common practice and usage, the plaintiff allowed Chee-Quai to sell the silk as principal and never appeared in the transaction. Under these circumstances the law is quite clear that the defendants are discharged by payment to Chee-Quai in any way which would have been sufficient had he been the real owner (Coates v. Lewes, 4 Camp. 444), as between the defendants and Chee-Quai the latter has been paid over and over again. The defendants under the circumstances are also entitled, assuming they could not prove any specific payment of this silk, to set off against the claim their balance of general account; in fact, they may avail themselves of any defence which would be open to them if Chee-Quai were the plaintiff in the action (George v. Clacket, Smith's Leading Cases). The whole evidence showed that the plaintiffs looked to Chee-Quai only for payment, otherwise why did they seize his property? Why did they beat him? Why did they never apply to the defendants for payment? which, as a matter of fact, will be distinctly proved, notwithstanding what the plaintiff's witnesses have sworn. The silkmen have been cunning enough to learn from their lawyers what sort of evidence was required to support a legal claim, and they came well tutored and prepared. They all repeated "I looked to be paid to E-wo," and other important phrases with the most amazing eagerness, and so often that nobody present could entertain any doubt of their previous training. Before proceeding to call witnesses, the learned counsel asked leave to put in a special plea of set-off under George v. Clackett, as the case presented by the plaintiff was that Chee-quai was the defendant's agent, whereas the evidence clearly disclosed that, if anything, he was the plaintiff's agent.

His Lordship took a note of the application (which was opposed by Mr. Myburgh), but stated that he considered that the defence could be raised under the general issue without any special plea, and the application was therefore not granted.

The Court then adjourned to the following day.

26th March.

¶ *The names "Chee-Quai" and "E-kee" in the following evidence refer to the same individual.*

At the opening of the Court this morning Mr. Pauncefoote called

David Petrie.—I am book-keeper to Jardine, Matheson & Co., I know Chee-Quai. In the course of my duties I have had charge of the general account between Jardine, Matheson & Co. and Chee-Quai. The account is in my writing. This is the general account between them. I have compared it with E-kee, item by item, several times. The last time was early in January of this year. On such occasions Chee-Quai generally had documents with him; also in January on the last time of comparison a document in Chinese. I then handed him a balance sheet founded on this book. The balance sheet was my writing. Here it is. It shows a balance of Tls. 276,708.6. I went over all the items in this balance sheet with him. He objected to one of the items. That of Tls. 9,701,54. It is the difference between the cost and the proceeds of some teas shipped from Hankow. He did not agree to its being shipped on his account. He agreed to all the other items as correct. In fact, excepting that one item, he accepted the balance sheet He compared accounts on this very book with me, recently, from time to time. The general account contains a special account called No. 4 silk account. I have checked this special account with E-kee, item by item. In this account he is credited on one side with the value of the silk delivered by him, and on the debit side he is debited with the payments on account of the silk. On the debit side, appear ten items of payments on silk accounts. Here are the vouchers for those payments.

Mr. Myburgh remarked that no one of the vouchers was endorsed by Chee-Quai.

Examination continued.—This is No. 4 account. On the debit side are payments amounting to Tls. 518,667.6. On the credit side appear seventeen items of silk delivered to the value of Tls. 565,928. The balance is Tls. 17,260.4. Chee-Quai, in going over this No. 4 account, assented to its correctness.

Mr. Myburgh objected to all this evidence as in no way affecting the plaintiff.

Mr. Pauncefoote considered it would affect the plaintiff if he could shew that Chee Quai was a principal in the matter.

Examination continued.—I produce vouchers for every one of the payments to Chee-Quai.

Mr. Myburgh objected to the vouchers being put in, unless they could be shewn to have passed through Chee-Quai's hands, and to have been endorsed by him.

The Chief Judge said the evidence was valueless, unless Chee-Quai could be shewn to be a principal, and he took it down subject to this condition.

Mr. Myburgh. The endorsements are by the compradore.

Mr. Pauncefoote. The cheques were received by Chee-Quai in his hands, and in the course of business went back to Mr. Petrie; and Chee-Quai, as I shall show, admitted them as payments.

Examination continued.—On Chee-Quai's credit side is an item of 104 bales received 22nd December. I made the entry from the invoice book. These bales were shipped by the *Rona* to Hongkong on 22nd December. They are numbered J. M. 4323—

Mr. Myburgh objected to this evidence of the numbers on the bales, unless from the witness' own knowledge. The witness stated it was not from his own knowledge.

Examination continued.—It was my duty to check the current account kept by Jardine Matheson and Co., at the Ne-wo bank. I checked it at the end of each month with the shroff, Lee-Esing. I last checked it on the 30th November with him.

Mr. Myburgh. My friend discusses an account settled on 30th November, and the sale in question took place in December.

Mr. Pauncefoote. As the case is not before a jury, perhaps your Lordship will admit the evidence for the present, subject to its liability to be hereafter dismissed from your Lordship's mind.

The Chief Judge admitted the evidence, subject only to its relevancy to be shown hereafter.

Examination continued.—This is the paper which the shroff brought on 30th Nov. It shows a balance to Jardine, Matheson & Co., of Tls. 89,120.64. I have made up the cash account myself from 30th Nov. to 31st December. The shroff's account was not quite correct, so I only entered Tls. 89,032.34 to Jardine, Matheson & Co.. I credited Jardine, Matheson & Co. with items to the amount of Tls. 194,335.11. [In answer to a question from the Court, Mr. Pauncefoote said he would show the accounts were admitted by Chee-Quai. All this evidence was admitted subject to the above stated condition of Chee-Quai being proved to be a principal.]

Examination continued.—The amounts include two payments of Tls. 10,000 and Tls. 4,000 on the 5th and 27th December.

The Chief Judge. This is an order to pay to the Ne-wo bank, not to pay to Jardine, Matheson & Co.

Mr. Pauncefoote.—Mr. Whittall will, I dare say, explain this when he is being examined.

Examination Continued.—For December I put various items, to the amount of Tls. 26,000, to the debit of Jardine, Matheson & Co. including Tls 100,000 and Tls. 75,000 as per vouchers. On 31st December there stood at credit of Jardine, Matheson & Co., Tls. 11,367.15. Chee-Quai agreed with me as to the correctness of this balance.

To Mr. Myburgh.—The orders for Tls. 10,000 and Tls. 4,000, marked 25th and 27th, were made out by me on those days. I do not know when the Newo books were removed and the doors of the bank shut. I did not know that orders for Tls. 100,000 and Tls. 75,000 had not been cashed. I first heard, about the 25th probably, that the silkmen were claiming this money. I was told on the 25th, that there were no funds in the Ne-wo bank. I am not aware why the order for Tls. 4,000 was given to our shroff. I suppose it was given to meet some outstanding liabilities of the bank. I do not know and can't say what all these liabilities were. As to some of them, I had myself a private account. My private account was paid, but not, so far as I know, under that order for Tls. 4,000. As to the order of 27th—I was told the bank had then stopped. I was told that out of the order for Tls. 10,000 the Ne-wo bank had paid an account of Dr. Bell and some others I have known Chee-Quai for about two years. He has had very large dealings with our firm. He has been entrusted with sums of money for purchases of tea and silk. In respect of these purchases I do not know that he was allowed commission. The accounts were settled by my taking from the books of the house the invoice cost of the goods, and placing against that the monies with which he had been entrusted. I never went into the question as to whether Chee-Quai charged a commission under the invoice charge. His purchases in Shanghai on account of the firm have also been to a very considerable extent. From the vouchers, I cannot say whether the purchases are town or country. Some of the vouchers state this; others do not. I do not recollect that these vouchers do not refer to purchases made on acount of the firm. Chee-Quai had a bank on the E-wo premises, and was frequently in and out, so much so that, when I wanted to see him, I generally found him on the premises. In the house, and by myself, E-kee was considered an independent trader. E-kee had transactions with the house. I would rather say Chee-Quai was principal in the transactions to which those vouchers refer. As to up country purchases I considered Chee-Quai a principal. I did not know on what terms Chee-Quai went into the country, or what arrangements there were as to prices. I found the result of the purchases entered in books, and was guided by such entries. I had not seen any contract between Jardine, Matheson & Co. and Chee-Quai. I stated the invoice price included all charges; what these charges were, I don't know. There was a claim made by Jardine, Matheson & Co. against E-kee, in the Mixed Court, for teas. They were, I presume, contract teas. I think I have been told so. I do not recollect seeing the contract. I have not read any of the contract books referring to tea.

Mr. Myburgh asked for the contract books, as they would shew E-kee was allowed a commission of two per cent. Notice had been given to produce them.

Examination continued.—On more than one occasion I may have heard E-kee spoken of as broker to our hong. I do not think Chinese have, on coming to make purchases, been invariably sent to E-kee. The bank balance on 30th November, in favour of Jardine, Matheson & Co., as given by the shroff, was *as above*. I took the accounts every month. I never inspected the coffers, but took the balance from the shroff's account. From my own books I knew this balance to be correct. The balance of the bank account against Chee-Quai I cannot speak to. I do not know that the various large accounts of which you speak were to the debit of Chee-Quai. I knew nothing whatever of Chee-Quai's cash account. I do not know whether Mr. Whittall inspected the Ne-wo bank books for the purpose of ascertaining how Chee-Quai's account stood.

Re-examined.—Chee-Quai has never spoken about commission so far as I know. In the books, all that appears is a certain quantity of goods and prices affixed to them. As far as I know, E-kee has been a principal selling to the firm. On Christmas day the Ne-wo bank-keeper mentioned to me that there was a noise among the silkmen because E-kee was in difficulties. I understood the Chinamen were clamouring for payment from E-kee. The shroff of the bank, on Christmas day, said he had no money in the bank. My private account at the Ne-wo bank was repaid me through the compradore. I gave an order, on Christmas day, for my balance to be taken out. The only account I saw of Ne-wo, was the cash account of Jardine, Matheson & Co. The bank people had cleared-out by the end of December or beginning of January. Broker is a term given to Chinamen who deal with foreigners, whether they be principal or agent. I knew E-kee pretty well. He told me he had large transactions with other firms, in tea and silk. He has not spoken to me of transactions on his own account, I understood him to mean he dealt largely with the foreign community in tea and silk.

To the Chief Judge.—These amounts of Tls. 10,000 and Tls. 4,000 were charged to our account by the compradore. I believe syce to the above amount was paid by the compradore into the bank. I drew out my balance on Christmas day, as the shroff told me there were no funds in the bank.

Mr. Myburgh asked that the witnesses who had not yet been examined might be directed to leave the Court. This was accordingly done.

Archibald Campbell.—I am a merchant. I know the plaintiff. I saw him at my house on Tuesday last. He came with an interpreter. They said to me that if Mr. J. Whittall would take Chee-Quai's assets over for Tls. 200,000, and would advance a further sum of Tls. 40,000 secured by the silk guild, they would finish the whole thing up as far as Jardine Matheson and Co. were concerned. I was told about the nature and value of the assets.

To Mr. Myburgh.—On the evening of the 19th I received a letter from Lo-yuen-yue (the interpreter). This is it—

19th March 1867.

My Dear Mr. Campbell,—You sent through your compradore that you wish to see me to-night at 8 o'clock, but I am sorry to inform you that I was prevented by the silk guild to go near you. Should Mr. Whittall have made a proposition, better for him to write to Mr. Mitchell or Mr. Myburgh and no doubt that on the part of their clients can easily be settled.

Yours very truly,

Lo-Yuen-yue.

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Examination continued.—I saw Chee-Quai long before I saw the other silkmen. Several times I have been engaged in business with Chee-Quai and know him well. He expressed a desire to me to have this business settled before I saw the silkmen. Chee-Quai alone was the mover in this matter. He mentioned this arrangement to me before I saw Mr. Whittall. I saw Chee-Quai, then Mr. Whittall, and then the silkmen.

Mr. Robison was subpœnaed by the plaintiffs but as they decided not to call him, the Chief Judge told him he was entitled to his expenses. These, Mr. Myburgh said, would be $2 a day. The question though was not gone into.

Mr. Pauncefoote stated that Mr. Robison might feel affronted under the circumstances, and called him.

J. R. Robison.—I am public silk inspector and broker. I recollect the 11th December last. I was at E-wo on that day. I had some communication with Mr. E. Whittall. I received instructions from him on business. To buy silk. In consequence, I saw E-kee or one of his shroffs, I am not quite sure where, on that day, and got them to send me in some musters. I went in the evening to E-kee's house. On my arrival there I first went into a large reception room where I have usually seen him on such occasions; instead of his coming out to me he asked me into his private room. It is not much larger than this witness box. He was seated there with the "long man" in the silk trade. The "long man" left as I entered. After that I sat down at the table. I made him offers for the silk, musters of which he had sent me. On that occasion I purchased Tzo-ling silk. I bought 30 bales of Tzo-ling that evening. Tzo-ling has the chop of a black horse. In pursuance of my contract on 11th December 30 bales of Tzo-ling were sent to E-wo. Only 15 answered to the musters. I therefore refused the other 15 bales unless he changed the price. This was on 20th December. He agreed to reduce the price. The original price was Tls 520 a picul. The fifteen inferior bales were settled at Tls. 510. I subsequently bought 20 bales more of Tzo-ling for Jardine, Matheson & Co., from Chee-Quai, on the 20th I think. It is part of my duty to see to the numbering of the bales. The fifteen bales according to muster were marked 4322 to 4337. The fifteen and twenty at Tls. 510 4338 to 4372. These 50 bales were the only two parcels of Tzo-ling I bought for Jardine, Matheson & Co. I saw to the shipping of these bales. They were shipped on the 20th in the *Rosa*. I sent in an invoice to Jardine, Matheson and Co. of the purchase of these goods. This that you shew me is the press copy of the invoice in my own writing. The usual commission in Shanghai for buying and inspecting is one per cent. That is my charge. Some persons charge half per cent for inspecting only. I bought several parcels alone with Chee-Quai, among them the Tzo-ling. There was no one else in the room. Excepting perhaps some spirits. I have known Chee-Quai about ten years and have had several transactions with him. I have purchased from him for other firms besides Jardine, Matheson and Co. On the 11th December, or about that time, I bought from E-kee on Chapman, King's account. I was employed by them and bought from Chee-Quai. I got my one per cent on that occasion. Chee-Quai is a large speculator in different commodities in the market. Chee-Quai told me he had bought 300 bales as a speculation of his own. This was in Mr. Campbell's compradore's room, just after he had been shaved. He bought because he thought he said, the market would rise, and I inspected the bales he bought at his request, and gave them characters and valuations; not to him, Ekee, to Mr. Whittall. I do not know whether E-kee shipped any of these 300 bales. On the 11th December I saw persons about E-kee's hong. I merely said chin-chin to them. A man sends you in a muster; if you like the silk you buy, and that man alone who sends in the muster you know in the transaction.

To Mr. Myburgh. I have an office of my own. I have had it for 18 months. In some of the transactions during that time I have seen the silkmen at my office. Chee-Quai too on more than one occasion. Mr. Whittall gave me an idea of the price at which to buy, on the 11th December. This was before noon. I do not recollect Mr. Whittall telling me to arrange with Chee-Quai. I will not swear that he did not mention Chee-Quai's name. I have known Chee-Quai as having had large transactions with Jardine, Matheson and Co., and other firms. His business with Jardine, Matheson and Co. may be larger than that with other firms. I am not sure whether, on the 11th, I saw E-kee or one of his shroffs. I saw the muster bales partly in the morning and partly in the afternoon, at Jardine, Matheson & Co.'s godowns. I do not recollect telling Chee-Quai how many bales I wanted. At the time of my saying I wanted silk, I do not recollect Chee-Quai telling me he had any of his own. I have no reason to suppose Chee-Quai had bales of silk of his own on the 11th December. I swear that I do not know Chee-Quai chiefly as a broker. Of my knowledge I have known E-kee to have 50 bales in his godown. I have bought quantities of silk in E-kee's godowns of his own chop. I think his chop is known as a bad one. Of late years at all events. Some years ago I bought silk of E-kee's chop. At that time, about 1860 to 1862 I bought silk from Chee-Quai. How much I cannot tell, for I have bought at different times thousands of bales. I will swear there was no arrangement that I should go to E-kee's hong to meet the silkmen. I went about ten o'clock. At that time I was busy, so it was usual for me to go late. I have settled with E-kee at all sorts of places. No silkmen were present that I knew of at the settlements. There may have been silkmen present. If Chee-Quai's walls are thick no one was within hearing. When I came out of E-kee's little room there were men hanging about. E-kee remained in the little room the whole time I was there. There was very little difficulty about selling the Tzo-ling. I do not recollect E-kee saying the silkmen were holding out for higher prices. I can't swear that he did not say so. I have been to his house so often that I cannot recollect what passed always. I cannot recollect E-kee's refusing to settle on the spot without first consulting the silkmen. I won't swear the silk I purchased on the 11th December was E-kee's property, but I presumed it was. I have received my commission from Jardine, Matheson & Co., but have left part in their hands. [The learned Counsel asked to see Mr. Robison's memorandum book. Mr. Robison read from it Tzo-ling horse 30 bales fair size and colour, market 3 to 3½.] These other notes have been made since Mr. Pauncefoote came up. This refers to another chop spelt differently and without a horse. With regard to the 800 bales I inspected them at E-kee's request. E-kee undertook to send his silk to Jardine, Matheson & Co. without first speaking to Mr. Whittall about it, and he asked me not to speak about it to him, Mr. Whittall. I believe they are in England. I have acted as a broker and have sold for Chinese. I have no recollection in such cases whether I have received the money and paid it to the Chinese.

Re-examined.—There was a slight higgling about the Tzo-ling. Eventually E-kee came down in his prices.

To the Chief Judge.—For these 50 bales of Tzo-ling I paid myself.

E. Whittall.—I am a partner in Jardine Matheson and Co. In November I received instructions about the purchase of silk from my brother J. Whittall in Hongkong. In consequence, I sent for Mr. Robison and gave him orders for the purchase of silk, limiting him to a certain price. I gave orders to no one else in consequence of these instructions from my brother. About the 4th December, I gave orders to Mr. Robison to buy. In pursuance of this order Mr. Robison bought and invoiced silk to me. The invoice of bales of silk Mr. Robison bought for me has gone to Hongkong. This is a press copy of it. I have had many transactions in silk with E-kee. For market and up country purchases money was advanced to E-kee. He has never received commission or salary from our firm. I never gave E-kee orders to go into the market and buy silk on my account. On two occasions money was due to E-kee for silk. The order was handed in to me by the shroff of the Ne-wo bank, I initialed it. One order says for silk "purchases," the others for silk "purchased." There is no difference in the meaning of the wording. Silk has been stored in our godowns by E-kee for purposes of safety and of getting advances on it. In such cases he pays godown rent, fire insurance, &c. In these two orders, the signature of Jardine Matheson and Company is in my handwriting. I delivered the orders after I had signed them, I believe, to E-kee. I had no communication with E-kee, I think, on the subject of this order I gave to Mr. Robison. He told me silk was cheap, I referred him to Mr. Robison as our buyer. I first heard of the Ne-wo bank men having levanted, early in January, I think. One night about that time E-kee came to me. He looked frightened and sick, as if he had been smoking a good deal of opium. He said they, his creditors, I presume, had been to his house, broken his furniture and maltreated him, and asked me for protection. There were some people with him, I give him to the butler. I went next day to H.B.M. Consul and asked if he would take charge of Ekee, as they were threatening his life. [E-kee had told me this.] He remained about a week with the butler and then disappeared. I enquired after him. I went to his house with Mr. Johnson. Before going I asked the Consul's leave. His house was surrounded by a mob of well dressed Chinamen, who shouted and behaved rudely. I asked for E-kee and was told to go to my lawyer. I declined doing this but went up and saw E-kee. When we got below we were attacked by the well dressed mob. I sat down; E-kee disappeared. I was struck on the head and then went away. I went to the Consulate and saw Mr. Mitchell there. I have not seen E-kee since. This took place one Saturday, about the middle of January. Before E-kee disappearing from our hong, the came to me with Chinese two or three times. They never spoke, they muttered, no conversation took place between us. I do not know why they came; on the second time of their coming they said E-kee owed them money. I was sorry, I said, as he owed me money. They asked me to assist them in getting E-kee to pay them. I was not asked by them, on that or any occasion, to pay them. I have driven Chinamen off our premises stick in hand. I signed the two cheques of Tls. 10,000 and Tls. 4,000. E-kee gave me an order leading me to suppose he had been dealing with Chapman, King. I lent him money on the order. I paid monies to the cash account of the Ne-wo bank in December—Tls. 180,000 roughly. I was never asked by E-kee for commission.

To Mr. Myburgh.—These orders I have separated represent purchases made by Mr Robison on account of the firm. Silk is bought often before being shipped. The time we pay is when we buy. Sometimes a man wants his money before the silk is shipped. In such case he gets something on account. I have bought from E-kee about 1,300 bales this season. I have been here more than three years. Chee Quai was doing business with our house, I believe, when I came here. I knew him as doing business with us about three years ago. I do not know that E-kee was our agent. We advanced him money to buy goods in the country. He charged us with charges, as commission, in the cost. He was bound to account to us for the money in a way. He could not rightfully buy with our money for any one else. This that you hand me is one of our contracts.

24th May. 1866.

E-kee undertakes to buy silk in the country through Fahmen and Sing-chop-fop on account of Jardine, Matheson & Co., they advancing the money from time to time, and to render a particular account with cost and charges distinctly stated.

To Haining district,.........Tls. 60,000
„ Nanzing,
through Hung-cheong and Sankee, } 160,000
„ Hung-chow (Sung-mow), ... 40,000
„ Keuhing,
through Kaien-yuen-fong and Chi-ki-yuen, } 50,000
23rd paid Tls. 200,000 on account.

This is in Mr. Keswick's handwriting. [Other contracts were read with other men, also "a contract with E-kee to buy tea and get a commision of two per cent.]" In some cases teas were stored in Jardine, Matheson & Co.'s godowns at E-kee's risk. During the last year there are contracts with Ka-kee, Hung-sing and Tasung. E-kee has the greater proportion of the contracts. In general, I believe, E-kee did not go up himself. I did not know E-kee first as a broker. In many cases I believe E-kee has sold us his own goods.

The Chief Judge asked Mr. Pauncefoote what he considered Chee-Quai was to do, and what Jardine was to do.

Mr. Pauncefoote.—From the moment Chee-Quai has bought teas with Jardine's money, the teas are Jardine's; and Chee-Quai would be guilty of fraud if he bought at one price and charged them another.

Cross-Examination continued.—We have bought from Chee-Quai or through Chee-Quai as the case may be, to the extent of from Tls. 5,000,000 to Tls. 10,000,000. The total amount of our purchases from or through Chee-Quai in the Shanghai market during the last three years, I cannot tell from this book. It can be told, but by no one in the Court. Last year, the value of our purchases was Tls. 420,000 from or through E-kee. 198,98, 59 and 59 bales, I think, were his property. He did not say they were his property. I will not swear that on the shipment of any particular parcel, Chee-Quai said it was his. On the formation of the Ne-wo partnership, between E-kee and Jardine, Matheson and Co., it was arranged that E-kee should pay in Tls. 50,000 as his portion of the capital. I do not know whether he has or has not paid this Tls. 50,000. Also I mean to say I do not know whether his debit balance was from Tls. 100,000 to Tls. 150,000, during the last year, I have never examined the books of the bank. They were to be examined once in three years. There was though a monthly inspection. No examination of the books has taken place shewing these debit balances. I had no reason to suspect last year that Chee-Quai was heavily indebted to the bank. I did not hear, so far back as June or July, that Chee-Quai had been a heavy loser in shirting or other speculations. When he came to me on the 11th December, I referred him to Mr. Robison. I did not tell him I wanted silk. E-kee did not come to me on the 12th or 13th December and ask for an advance to be handed to the silkmen. I granted the orders for Tls. 100,000 and Tls. 75,000 on the 24th December. I considered the bank then had funds. On the 25th I gave an order for Tls. 4,000. I was asked for it by E-kee, who told me it was to close accounts. He had not informed me there was no money in the bank, and that so the silkmen were without their money. I do not know that Ya-kee paid the silkmen who were clamorous. Chee-Quai never told me the silk men wanted their money. He came into my office with the silkmen, and did not ask for the money. I did not ask what they wanted. They muttered something. They went away without my asking what they wanted. On the 25th I heard a rumour that E-kee had failed. On the 27th, I did not know the silkmen had applied to me for payment. Neither applied to me for payment of this silk. E-kee had been paid for it. On the 27th I thought the bank was all right, and so believing, I paid the Tls. 100,000 to E-kee. I cannot say whether E-kee received any of the Tls. 10,000. Dr. Bell was paid out of the Tls 10,000, so was Mr Petrie. I only heard this a few days ago, to my surprise. I did not advise these payments. I became possessed of E-kee's copy of the partnership, I do not know when. I am not aware that the bank has burst. No claims have been made upon me at all events. When E-kee came the first time with the Chinamen, they went away without saying anything. They never asked me when I was going to pay them. I had such confidence in E-kee that I never overhauled the books. Mr. Keswick, I should say, has *certainly* not promised E-kee a commission on all purchases. I have had correspondence on the subject of E-kee's indebtedness to our firm, after he broke; not before. I have no letter book in which E-kee's affairs are referred to. I have not press copies either. His affairs were not referred to before his failure by us. E-kee has not been spoken of to me as the E-wo broker. He was not on our premises more than other Chinamen. E-kee's copy of partnership deed was brought to me by the shroff of the E-wo bank, with tears in his eyes.

Re-examined.—The shroff took the partnership deed out of his stocking. He put it on my desk and I took it. No commission has been charged by E-kee. It is included in the purchase money by Chinese custom. The cheques for Tls. 100,000 and Tls. 75,000 I handed myself to E-kee.

To the Chief Judge.—Here is a cheque, Jardine, Matheson & Co.,—pay to the Ne-wo bank Tls. 10,000. There is nothing to show, on the cheque, that it goes to Jardine, Matheson & Co.'s private account. If Jardine, Matheson & Co. owed the bank Tls 10,000, this cheque would liquidate the debt. Mr. Johnson would explain why the amount under the present circumstances would be credited to Jardine, Matheson & Co.

27th March.

At the opening of the Court this day, Mr. Pauncefoote said he intended producing vouchers to show that the whole of the silk account (No. 4) under which the fifty bales came, had been paid by cashed cheques on the Ne-wo bank.

Mr. Myburgh.—As a partner in the bank in which there was no money, even if E-kee were authorised to receive for my client, it would be no payment to my client.

Mr. Pauncefoote.—The agent E-kee, admitting him to be so, is the proper person to pay, and we shall show he has been paid in cash.

Before the witness was sworn, His Lordship said he hoped he considered his oath binding on him.

Kong King-sing.—I am compradore to Jardine, Matheson & Co. I know Low-Esing, the shroff of the Ne-wo bank.

Mr. Myburgh.—Were you out of Court yesterday during the examination?

Kong King-sing.—No.

Mr. Myburgh.—Why not?

Kong King-sing.—I did not know I was to be examined.

The Chief Judge noted the fact of the witness' presence under the circumstances, at Mr. Myburgh's request.

Examination continued.—The endorsements on the vouchers are made by one of the people of the Ne-wo bank. The writing of the endorsements is the same as that which has been on all other vouchers passed through the bank during the last eighteen months. Sing-haou is E-kee. It is his trading name. This writing of the endorsement on the orders for Tls. 10,000 and Tls. 4,000 is the same as that on the vouchers. The stamp on the orders is that of the Ne-wo bank. On the back of the orders for Tls. 10,000 was written—"Received from Kong-su (Jardine, Matheson & Co.'s house account) Tls. 10,000," and the stamp of the Ne-wo bank was affixed. Similarly with the order for Tls. 4,000. I have had conversation with the plaintiff in this action.

Mr. Myburgh.—I would call your Lordship's attention to the fact that yesterday I asked, when this witness was in Court, whether he was to be examined, and was told he was not.

The Chief Judge.—I will note what you say.

Examination continued.—The plaintiff is a relation of E-kee's. I came up from the South the day before E-kee left, January 8th. The day E-kee left the house, I went for him. He did not come. Next day I went to his house to look for him. I saw the plaintiff and some forty others there. I spoke to the plaintiff as the only man I knew at the time. I spoke to him asking where E-kee was, for Mr. Whittall wanted to see him. He told me he did not know where he was. That he was no longer his own master. That he had been illtreated by the Silk guild and had vomitted blood in consequence of such ill-treatment. That he thought he could not live for any length of time. I asked what was the good of ill-treating E-kee. If there was any complaint against him they should take the proper course. This was on my first going.

The Chief Judge.—Is not all this taking up the time of the Court? I believe E-kee was ill-treated and that he was so in consequence of the silkmen not having been paid. Why they were not paid is another matter.

To Mr. Myburgh—I have been compradore to Jardine, Matheson and Co. four years. I have known E-kee as connected with the firm those four years. I do not know E-kee as a partner or a broker either. I thought he was managing the bank for Jardine, Matheson and Co., and a big merchant. I believe he has a broker under him. I do not know whether silk has been delivered into Jardine, Matheson and Co.'s godowns by E-kee. It is not my business. My business is to pay money. I know from my books how much out of the Tls. 10,000 was paid into the bank. I had to receive Tls. 3,600 and Tls. 4,000 and Tls. 150 from the bank. I do not know on what accounts. This statement is on the authority of my books. Also the order to pay the Ne-wo bank Tls. 10,000 is so. I consider the balance on these orders was paid into the bank in cash. The endorsement does not always mean the money has been paid in hard cash. There has been a settlement, it means. It saves trouble to pay in this way. I know Ya-kee. So does Mr. Whittall. I think I have seen Ya-kee talking to Mr. Whittall. He is not now buying for them. I will undertake to swear steamers have not been kept outside by Jardine, Matheson and Co. I have heard of the *Glengyle* and *Rona* being kept outside, but only heard this. I know nothing of any operations in consequence of their being kept outside.

Re-examined.—As to the payments out of the Tls. 10,000, the shroff can give evidence.

Mr. E. Whittall, re-examined by the Chief Judge, said—Mr. Robison made out Chapman King's order for the Tls. 14,000. The payment was to be made half in cash, half in Shirtings. E-kee got the order. It was not signed by Chapman King. E-kee got one bank order for half the amount, and the other the Shirtings order. So there were two orders in consequence of Robison's order. E-kee brought me Robison's order. E kee gave me Robison's order on Messrs. Chapman King & Co., and asked for Tls. 14,000. I do not know whether Yakee got one order or E-kee both. I did not direct the shroff to deduct out of these orders, before paying them. Dr. Bell's and Mr. Petrie's accounts. I only knew this was done a few days ago. I first heard of Mr. Petrie's deposit in the Ne-wo bank about a week ago.

George Ucch.—I keep the daily cash account for Jardine Matheson & Co. I know that I handed to the bank shroff a draft for Tls. 29,500 from Yokohama on the Mercantile Bank. This would be paid in the ordinary course of business. It has been so paid. We did pay into the bank upwards of Tls. 100,000 to cash account up to 21st December. I handed this bill of lading for sycee to the bank shroff, for the purpose of collection and paying to Jardine Matheson & Co.'s account in the Ne-wo bank. The shroff handed me a note of the collection, which was in his own hand writing. The same thing took place with other bills of lading for sycee, to a very large amount.

The Chief Judge.—Is there any disinclination to call the bank shroff? If both of you are opposed to it, I will not call him, but I am perfectly clear about my own right to do so, and I think it advisable he should be called. His evidence is of great importance in all this matter. He can tell whether there was cash or not in the bank, when these bills were presented.

Mr. Pauncefoote. He comes from the enemy's camp. He is one of the gang.

Mr. Myburgh. You can check his statement from the books, which are in keeping of H. B. M. Consul.

The Chief Judge. One of your own partners, E-kee, swears there was no money in the bank at the time these bills were presented. He may be a scoundrel. But still he must know, and unless you can rebut his testimony, it is good. The other partners, Jardine Matheson and Co., have been unable to say whether there was money in the bank or not at the time of the presentation of the bill.

Mr. Pauncefoote. Your Lordship takes E kee's evidence, as I understand, only for what it is worth, then, under the circumstances.

The Chief Judge. Certainly.

Woo-dee-lyen. I am the shroff of the Hongkong and Shanghai bank. I know this document.

Mr. Myburgh asked to see the cheques, and acknowledged the payment into the Ne-wo Bank on the 7th December, by the Hongkong and Shanghai Bank, of about Tls. 1,700. Also of Tls. 29,500 by the Chartered Mercantile Bank.

Woo-Kwao-shin.—I am godown keeper to Jardine Matheson and Co. I keep an account of all the silk that goes into their silk godown. On 11th December one muster bale came into our silk godown. Hung-sing's coolie brought it. The next came on 18th December; 29 bales came on that day; also 12 bales more. On 19th December, 8 bales. The 29, 12 and 8 bales were brought by Hung-sing's coolie. It is my business to number the bales. The numbers were 4323 to 4372.

To Mr. Myburgh.—I was not in Court when Hoo-Loodee was examined. I have never seen Hoo-Loodee before. [Hoo-Loodee was standing before the witness.] I do not know whether I have or not. There was a man present at the weighing of the bales. I can't tell whether the man before me came with the silk. A man was checking the weight while I was weighing. He said he belonged to Hung-sing. I know E-kee's purser. I cannot say whether those two before me were present at the weighing. So many people were going and coming. I can't tell whether E-kee has often bought for Jardine Matheson and Co. E-kee or his purser frequently come with the silkmen. I do not know about the silkmen. I can't tell whether the men with E-kee or his purser were silkmen or not.

The Chief Judge remarked that if it were not too late he would recommend a compromise in the interests of trade and for other reasons.

The case, however, proceeded.

Emile Maintz, partner in Reis and Co.,—I know E-kee.

Mr. Myburgh objected to this evidence as not affecting the case. How could E-kee's having had transactions, of whatever nature, in any way affect his being Jardine Matheson and Co.'s agent?

The Chief Judge took down the objection.

Examination continued.—We have bought silk from E-kee as from all other silkmen in Shanghai. We give orders to our silk inspector. He speaks to the different silkmen to send him musters. He examines the musters, asks the price from the Chinese, and makes offers according to instructions he receives from the partners. From my own experience, when I have bought from E-kee, I have known no one else. We have had a consignment of silk by E-kee in his name, and as far as I know on his account, to England. It was 32 bales. I made an advance on it. E-kee has never told us who the silk we have bought from him belonged to. In my dealings with E-kee I only knew him.

To Mr. Myburgh. I know that most of those with whom we deal are middlemen. They act for men in the interior. Looking at the extent of E-kee's transactions, I can't say whether he is a broker or not. For all the silk he deals with to be his own, he must be a millionaire. I never pay before weighing. After the weighing I pay. I have known cases in which the men I have dealt with have said they must consult their principal as to prices.

Re-examined.—We do not know what arrangements the middlemen may make. E-kee has on many occasions said he had silk of his own.

Mr. E. Morel.—I am manager of the Comptoir d'Escompte de Paris in Shanghai. I know E-kee. As manager I have had transactions with him. I consider him to be a silk merchant and general speculator.

Mr. Myburgh objected that any transactions E-kee might have had with Mr. Morel could not in any way affect the plaintiff, and the evidence was irrelevant.

The Chief Judge admitted the evidence subject to the objection.

Examination continued.—I have had transactions with E-kee, but such transactions were not entirely his. For the last two or three years I have discounted bills drawn against silk that I have known to be shipped by E-kee; and by the last mail in December, I discounted bills for E-kee drawn against 228 bales of silk. I insisted upon the invoices stating the silk was consigned for the account of E-kee. The bills were not drawn by E-kee. They were not drawn by Jardine, Matheson & Co. I have seen the invoices. They are no longer here.

Mr. Myburgh objected to the examination on the invoices.

The Chief Judge allowed the objection.

Examination continued.—As far as I know, 228 bales of silk were shipped to Europe for E-kee by the last mail in December. The bills and invoices were shipped by the French mail of December. In the course of my business, I have loaned to E-kee direct on bullion and merchandise. I dealt with E-kee in the transaction, as far as I know, as a manager of the bank would deal with any other merchant.

To Mr. Myburgh.—For some time before I dealt with E-kee I knew he was doing business with Jardine Matheson & Co. In consequence, I wrote to Jardine Matheson & Co., and enquired as to his position and respectability at the request of some one here. They knew the man. I know that E-kee as a silkman had several times sold large quantities of silk to Jardine Matheson and Co. I have never asked E-kee whether he was principal in my dealings with him, and so can't say he was. I have always found it difficult to ascertain any Chinaman's position in Shanghai. I have not always looked upon him as a broker or middleman. As to the shipments I have talked of, I have seen E-kee or his purser, I can't say which. I have no distinct recollection about these latter transactions.

Re-examined.—Jardine Matheson and Co. always looked upon E-kee, they wrote, as a good man.

To the Chief Judge.—On a subsequent date I heard from Jardine Matheson and Co. the morning E-kee failed, about a fortnight after the first reply, that they been looking into their business with the man, and found he was insolvent. I believe the second note came on a Sunday or a holiday. The second note was signed by Mr. E. Whittall. I had made advances, before receiving the second note.

R. Monier.—I have had some business dealings with E-kee. He is a broker. Sometimes he acts as broker. At other times he acts as a principal, for anything I know to the contrary. He has consigned silk through us in his own name. I can't recollect when the last time was. About the end of November he consigned some silks, 200 or 300 bales. I never troubled myself about E-kee's real character or profession.

R. Mackenzie.—I am a bill broker. I have known E-kee three or four years. I have had dealings with him in Mexican and Carolus dollars. In June last I sold for E-kee eight lacs of Mexican dollars. From my experience I should say E-kee dealt in all articles of commerce. E-kee told me he had a large shipment of cotton to England and had bought largely in the shirting market. I have sold for him.

To Mr. Myburgh.—In the case of the eight lakhs the sale was in E-kee's own name.

A. Michie.—I am in Chapman, King's. I have known E-kee a long time, first as a silk boy of Tcho-ping's, afterwards as a merchant broker and silkman. Say a silkman as Tcho-ping was. I bought silk from him through Mr. Robison in December, 50 bales. I have had other transactions with E-kee. The transactions were of a similar nature to those I have had with any other merchant.

Mr. Myburgh.—About ten years ago I knew E-kee as a silk boy of Tcho-ping's. I have heard of E-kee's large transactions with foreign firms. Of my own knowledge I can't say whether these silkmen act for themselves or others. They sometimes talk of themselves as brokers. They never mention their principals. I cannot suppose E-kee is wholly interested in his transactions, even in those with Jardine, Matheson and Co. alone.

To the Chief Judge.—They speak of themselves as brokers, I believe, when they do not wish to lower their prices.

The Chief Judge considered that all these witnesses spoke as they were in the habit of dealing. It was no evidence even as to custom, as only one set of parties was called. It must be shewn that a claim made by the holders of the silk on the buyers had been successfully resisted. Otherwise the case fell under the doctrine of an undisclosed principal.

E. Duncanson.—I am a partner in Gibb, Livingston and Co. I have known E-kee since 1858. First as a banker, then as Tcho-ping's silk boy, then as a silkman on his own account. I have not for a long time had business dealings with E-kee. Not in fact since he left Tcho-ping's. I do not know the plaintiff.

Charles Skeggs.—I am a silk inspector, I have known E-kee since 1861. I consider him to be a dealer. I have had large transactions with him in silk. I have looked upon him as a dealer. In December I had dealings with him. He never spoke to me of the ownership of this silk.

To Mr. Myburgh.—I have occasionally had some little difficulty in settling prices with E-kee. Sometimes it has taken a day or two to arrange the prices. My opinion has been that E-kee delayed to get better prices. I never troubled myself as to whether E-kee was solely interested in all his transactions. He would

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require an immense fortune were so solely interested. He has asked for money saying he was short of it.

Ah-tseu.—I do tea and silk pidgin. I have a hong called Tsa-wu. I have been 15 years in the silk trade. I have sold silk to foreign houses for myself and others. I recollect an instance where a foreign hong has not paid. Messrs. Siller and Company did not pay. They did not pay because they had no money. The silkmen then wanted me to pay, and took me into the city. The silkmen did not apply to Siller and Co. to pay. I was taken before the authorities. They told me the silk was delivered to me and I should pay for it. When I am trusted, the silkman let me collect the money for them; in other cases they come with me, when I go for the money. In the cases in which I am trusted, they never appear, and I sell in my own name. When they do not trust me, I go with the silkman to see the buyer, and say the silk belongs to the silkman, though it was sold in my name. I do this before any settlement is made.

To Mr. Myburgh.—To Siller & Co. I sold about ten bales. The silk was in that case in the silkman's hong, and by orders of mine it was taken to the foreign hong. The silk was not delivered to me, but the authorities sold this silk was entrusted to me for sale, and as Siller & Co. did not pay, I must. Sometimes I act as broker, sometimes I sell my own silk. E-kee is like myself, sometimes a broker, sometimes he sells his own silk. E-kee's chief business I can't tell. I have not had conversation with Kang King-sing before I came here. I have been several times with my principals to the foreign hong. I cannot remember any particular foreign hong to which I have been with them. I am a broker. I have not had the Taotai's license for these two years. I can do broker's business without the Taotai's license, but I cannot open a hong without. I have done business with E-wo. I have bought fifty bales up country. None in the settlement here. Sometimes I have been sent to buy silk for Jardine, Matheson & Co. in the country.

Re-examined.—I have done business for 15 years in the silk trade.

F. Johnson.—I am a partner in Jardine, Matheson & Co. E-kee settled the Ne-wo bank account with me every month. I took down the assets and liabilities of the bank as got from E-kee. He gave a statement of the month in which he had invested the funds of the bank. This document in my own hand writing was made the first week in November. Then, there was in the bank cash and securities—lent Ningpo Bank Tls. 100,000, advances on goods Tls. 63,000, advances to Shanghai silk hongs Tls. 46,000, to Shanghai Banks Tls. 120,000, in cash Tls. 140,000. There was an amount of profit stated by E-kee to have been realized up to that time of Tl. 60,000. The liabilities balanced the assets. The profit to the bank was Tls. 60,000 according to E-kee. Before Mr. Keswick left in August last, every account with E-kee was adjusted. I never heard of E-kee's difficulties until the end of January.

To Mr. Myburgh.—Since I have joined, in consequence of private advices, E-kee has never been sent into the market to buy for us.

Mr. Jeanson also explained to the Chief Judge the mode in which the order for Tls. 10,000 had been paid.

The Court now adjourned.

29th March.

At the sitting of the Court this morning, Mr. Pauncefoote, before rising to sum up the evidence on behalf of the defendants, stated that since he had closed their case he had for the first time had the opportunity of inspecting the books of the Ne-wo bank which had been lodged for safety in the British Consulate, and that although he refrained from stating what had been the result of that inspection he thought it his duty to say that in the interests of truth and justice which all must have at heart, those books ought to be produced in the Court. He therefore applied to His Lordship to recall the witness Chee-Qui in order to confront him with such evidence as those books might contain, and with a view to those books being received as part of the evidence in the case upon a collateral issue raised most relevant to the real issue as to whether the cheques in the Ne-wo bank which were given by Messrs. Jardine, Matheson & Co., in payment of the silk which was the subject of this action, had really been cashed or not.

His Lordship enquired whether Mr. Myburgh, on behalf of the plaintiffs, objected to this course.

Mr. Myburgh stated that before the case of the defendants was closed, it was competent to the witness call on their side and to examine the sheroffs of the bank; but as they had declined to do so, he could not now on behalf of his client agree to the admission of further evidence.

Mr. Pauncefoote urged that he could not be expected to call witnesses out of the enemy's camp, but all he asked was that the books of the bank should come under the inspection of the Court.

His Lordship then said that, as the application was opposed on behalf of the plaintiffs, it could not be granted, and the case must proceed.

Mr. Pauncefoote then addressed the Court as follows:—May it please your Lordship, I have now to address the Court once more for the purpose of summing up the Evidence on behalf of the Defendants, and I enter upon that duty with a feeling of great satisfaction, for I feel that I have established beyond any reasonable doubt, that no imputation whatever of any unfair dealing can attach to my clients, and that whatever may be the result of this suit they will leave this Court having thoroughly vindicated themselves from the painful and unfounded accusation which have been brought against them. I have therefore now only to address myself to the very simple facts of the case and I may add, to the very simple law which is applicable to those facts. My learned friend Mr. Myburgh, in the observations which he made at the commencement of his able advocacy of the plaintiff's case, made some reference to the circumstance of my services having been imported into it. The reason is, I can assure him not that the defendants thought any accession of strength necessary on their side, but simply because when I heard that my clients with whom I have been for many years connected by the ties of personal friendship were attacked on a point which is dearer to them than all the Taels and Dollars in China, I claimed the privilege of assisting my learned friend Mr. Remin in their defence; and Mr. Remin from a feeling which does him infinite credit has persistently refused to deprive me of the satisfaction of fighting the long battle personally from beginning to end. The result of the whole evidence would appear to resolve itself into this:—Messrs. Jardine, Matheson and Company on the one hand are innocent parties, on the other hand the silk guild are innocent parties, but there is a rogue in the middle named *Chee-Qui*, who has caused this great loss and the question is between the two innocent parties, "upon whom is that loss to fall?" I should wish here to state that it is not by any means clear that the silk guild are innocent parties, for I wish to disabuse the mind of the Court and of the public of the impression that Chee Qui's debts to the guild for silk purchases are only in respect of the silk which has found its way into Messrs. Jardine Matheson and Co.'s godowns. Chee Qui's debts to the guild for silk amount to some 350,000 taels and the debts of silk by the Messageries Imperiales on the 25th of December and that he got an advance upon that silk from the Comptoir d' Escompte de Paris. Now, although I have not been in a position to prove it, my clients entertain a conviction which is founded upon what I may call a "violent presumption" that the advance in question was obtained for the purpose of paying for the silk which Messrs. Jardine Matheson and Company bought, and that the guild being unable to obtain payment from Chee Qui of the 300 bales which he bought and shipped on his own account on the 25th of December are trying to make Messrs. Jardine Matheson and Company pay twice over for the silk which the latter bought of Chee Qui previously to the shipment of these 300 bales by the Messageries Imperiales. As I said before, I cannot prove this. But what can be proved (if Mr. Robison will forgive me for taking such an impassible barrier—between ourselves and the secret doings of the silk guild and of the Chinese in general, and we are in cases of this description completely at their mercy. It may be remembered that Mr. Frank Johnson, in his evidence, deposed to the fact that when he last settled the Profit and Loss account of the Ewo bank with Chee-Qui, a large sum of money was found to be due to the bank by Chinese bankers and by silk hongs in Shanghai. No wonder then that the guild carried off the books of the bank, and the plaintiff himself, who is both a banker and a silkman, has no doubt a very great interest in the suppression of those disagreeable liabilities. What, I ask, would be the state of things if an English firm were endeavouring under similar circumstances to recover payment of the price of goods sold by them to Chinese hongs. I apprehend that their chances of success would be infinitesimal; but when the converse takes place, and the Chinese sue the British merchant in the Supreme Court, they bring to bear all the unfathomable cunning, deceit, and falsehood which has been manifested by them in the course of this trial. Therefore I again repeat that I hope this Court and the public will not too hastily arrive at the conclusion that the silk guild are "innocent parties." I am prepared, however, to deal with the case as if they were and I will now proceed to argue the various points that have been submitted on behalf of my clients. In the first place I wish to address myself to the practical question "was Chee-Qui paid for the Silk in cash." I admit, that except in a certain view of the case to which I shall advert later, the payment to Chee-Qui in order to be *binding on the plaintiff* must be in cash, and it is conceded on the other side or at all events abundantly proved by the evidence of the plaintiff that Chee-Qui was in any view of the case an agent authorized to receive payment and there great complaint is that "E-wo did not pay Chee-Qui."

The law is clear that a payment by Chee-Qui is a good payment until dishonoured, and the plaintiffs say that the cheque for 75,000 taels given by the Defendants to Chee-Qui in payment of the 104 Bales shipped per *Rona* (which include the 50 Bales now sued for) was never actually cashed, but a simple transfer of account was made in respect of it in the Books of the E-wo Bank.

Now I have produced the cheque. It is endorsed by the Bank people as having been paid to Chee-Qui, and was returned to the Defendants in the usual course with other cheques similarly drawn and similarly endorsed, the payment of which is not questioned.

Afterwards Chee-Qui, in adjusting with Mr. Petrie No. 4 Silk account, admitted to have been properly debited with the amount of this cheque.

The onus therefore of proving that no money passed from the plaintiff and for that purpose he calls Chee-Qui himself the rogue, who has deceived the "two innocent parties"—a man who reminds me of what O'Connell once said of an opponent that "he never spoke the truth except when he was at a loss for a lie." But Chee-Qui is still more remarkable than O'Connell's friend for he never was at a loss for a lie. I will now address myself to the question of *General Agency*. It is urged on the other side that Chee-Qui was implicitly the general agent of the defendants for the purchase of silk, and they mention circumstances from which that agency must be inferred. Now it is clear that the circumstances must be such as produce an inference which, to use the terse expression of a learned Judge of this Court in a recent case, "commends itself to the judgment of *reasonable men*." Then what are those circumstances? Firstly, they say Chee-Qui was a partner in the Ne-wo bank. Now, I need not quote any authority to your Lordship to show that, as the employment is the measure of the authority to be inferred, an employment in one line of business affords no inference of authority to act in another, but I consider that, it is pretty clear from the evidence that the partnership of Chee-Qui in the Ne-wo bank was kept secret, and therefore the Silk Guild could not have been influenced by that circumstance. Chee-Qui himself says that when the break up took place he gave his books to the Sheroff and to the Sheroff with directions to return it to Mr. Edward Whitehead and the latter has described how the Sheroff rushed into his room in an excited state and pulling the document out of his stocking handed it to him in the most tragical and mysterious manner. Even Kang-king Sing Messrs. Jardine, Matheson & Co., who gave his evidence in a manner which must have commanded respect from all present, stated that until then he had not the least idea that Chee-Qui was a partner in the Ne-wo bank. The other circumstances urged on behalf of the plaintiff from which he would draw his inference of agency are that, Chee-Qui was employed to buy silk in the country by the defendants and also that he was in the habit of representing himself to the Guild in Shanghai as being the authorized agent of E-wo for the purchase of silk. Now as to his employment to buy silk in the country, the nature of that is manifest. He was furnished with cash to buy silk and therefore could not pledge the credit of his employers, and as to purchases of silk in Shanghai itself, it is most distinctly denied by the defendants that he ever save in one instance was ordered to buy silk, but on the contrary that in all their silk transactions with him in Shanghai they dealt with him as principal in the same way that all the firms in the place have dealt with him. Never on any one occasion have they ratified any purchase by him on their account nor previously authorized. He kept a large silk hong and is proved to be a large merchant and speculator in almost every commodity of trade, and as for his having represented himself to be the agent of the defendants, he had no doubt good reason for doing so. But I need not say that the defendants cannot be bound by his representations unless they are shown to have had knowledge of them and to have acquiesced therein. What Chee-Qui may have stated is not binding upon the defendants unless he is first proved "aliunde" to be their agent and that fact I submit the plaintiff has entirely failed to establish.

The point is to whether assuming that he was the agent of the defendants for the purchase of Silk, he acted in this particular transaction upon the authority conferred upon him, that is, as agent for the defendants. The evidence of Mr. Robison, the evidence of the plaintiff's witnesses, the probabilities of the case are diametrically opposed to such a view of the transaction and I don't think your Lordship can have one moment's hesitation in coming to the conclusion that Mr. Robison was the agent of the defendants to buy and Chee-Qui was the agent of the plaintiff to sell. Indeed the whole evidence may be summed up in these words, that (if Mr. Robison will forgive me for taking such a liberty with his name) "Robison or no Robison." He gave his evidence in a manner which could not fail to convince every person who heard it of its real truth, and if your Lordship believes his account of the transaction to be the true one there is the whole fabric of the plaintiff's case is scattered to the winds. They had got up evidence of a state of things proving a departure from the ordinary course of dealings in silk and calculated to support a legal claim, but the deception was most transparent.

But assuming again for argument's sake that this transaction he acted *as such agent*, I think your Lordship will conclude that he transacted the business by purchasing in his own name as principal. If that is so, the plaintiff—knowing, as he has sworn bodily, that Chee-Qui purchased for E-wo—claimed to give credit to Chee-Qui, for this election is manifested by the plaintiff's repeated application to Chee-Qui for payment, also by the ill treatment inflicted upon Chee-Qui in consequence of the non-payment, and further by the seizure of his assets by the silk guild who all subscribed to the expenses of of this action and are in fact the real plaintiff. But if your Lordship should think that the plaintiff made no election to credit either Chee-Qui or E-wo in particular, then it is clear that not having at once applied to E-wo for payment, he now comes forward as an undisclosed principal, and can only claim payment subject to the state of the accounts between E-wo and Chee-Qui at the time of such demand. (The learned counsel here referred to the cases of Thompson v. Davenport, Paterson v. Gandasequi, Addison v. Gandasequi in Smith's leading cases, and to the judgment of Baron Martin in the case of Barber v. Pott, 4 H. & N., 759.)

I do not think it necessary to say anything more upon the law as applicable to that view of the facts in the case which I have for the purpose assumed, namely that Chee-Qui was the agent of the defendants in the purchase. But I will proceed to argue the law as applicable to what I have no doubt your Lordship will consider to have been the real truth of the matter, namely that Chee-Qui was simply and solely the agent of the plaintiff to sell the silk to E-wo through Mr. Robison their broker. Now if the latter be the true version and there can be, I submit, no vestige of a doubt on the subject, the well known rule of the Common Law applies, namely that where a principal permits his agent to sell goods as an apparent principal and afterwards intervenes, the buyer is entitled to be placed in the same situation at the time of the disclosure of the true principal, as if the agent had been the real contracting party, and is entitled to the same defence whether it be by common law or by statute, by payment or by set off, as he was entitled to at that time against the agent as the apparent principal [Broom's Com. 527. Hammatt v. Bowring, 20th Law Journal, Exchequer 1851, 'It. & Al.]. Now, it happens that the course of dealing among the Chinese in every sort of commodity, has been abundantly proved in the course of this trial to be as follows:—Whenever a Chinese seller sells through a Chinese agent he allows that agent to sell and to deliver the goods in his (the agent's) name, and to appear throughout the transaction as the principal. Mr. Robison has distinctly sworn that in the transaction in question Chee Qui sold the silk in his own name. It has been proved that the whole of the silk including the original number was delivered at the E-wo silk room in the name of Chee-Qui as certified by the voucher sent therewith, and was brought there by Chee-Qui's own coolies, and the defendants and their agent Mr. Robison believed that Chee-Qui was the principal in the sale. The well known rule of Law therefore to which I have above referred is exactly in point, and as we have shown a valid payment for the silk as between the defendants and Chee-Qui and an abundant set off, before the plaintiff interposed as owner of the goods, his demand cannot possibly be sustained in Law.

My Lord,—I will not trouble the Court with any further arguments, but before I bring my observations to a close I wish to thank your Lordship for the forbearance which you have extended to me as a stranger in this Court. I wish to thank my learned friends on the other side for the good temper they have manifested during the whole of this protracted trial, and as for the plaintiff and the rest of the gold family I beg to state that whatever may be the result of this cause, if my clients should be so fortunate as to obtain a judgment in their favor, they will not on that account be less ready than they have been from the commencement to make peace and to settle the whole dispute upon terms of the utmost liberality.

Mr. Myburgh.—If it please your Lordship, I beg to congratulate your Lordship on the approaching termination of this case, and the plaintiffs on the able advocacy of my learned friend. I am here not to speak to the high character of my client or to that of the Guild to which he belongs, but to vindicate his legal rights. I shall not comment at length on the evidence as the whole body of it is in your Lordship's hands. In opening the case on behalf of my client, I based my conviction of obtaining a verdict—first, on the ground of a special contract existing between the two parties to this suit in virtue of which the silk at issue was delivered. In support of this contract there is the abundant and overwhelming evidence of Chee Chinamen, against it there is Mr. Robison's evidence. Between this conflicting testimony it is for your Lordship to decide. But I am bound to remark that on certain material points Mr. Robison appeared to me to be very forgetful. I would too call your attention to the circumstance of their being Chinamen close to the little room about the size of the witness box while Mr. Robison was there, of Chee-Qui acting as interpreter for Mr. Robison and of the reduction in price from Tls. 520 the bale to Tls. 510. All this points to the truthfulness and reliability of the witnesses for the plaintiff, and militates against the supposition of a diabolical conspiracy on the part of the Guild to extort money from Messrs. Jardine, Matheson and Co. Secondly I relied upon my ability to establish general agency on the part of E-kee and accordingly to bind the defendants just as firmly as if he had in this case acted under their special orders. There were testimonies that Messrs Jardine Matheson and Co., on the one side and E-kee on the other to the extent of Tls. 10,000,000 since he joined their employ, only a few years ago E-kee was a silk boy in the employ of Tsiu-ping. Is it then fair or reasonable to assume that in all the transactions requiring the use of this immense sum of money E-kee was acting on his own account? if so, he must have been a millionaire. Again our witnesses declared him to be the defendants' agent and he has similarly represented himself. About E-kee were all the indicia of agency, and equally as strong, not unsuspicious transaction before your Lordship. E-kee writes stating that he was instructed to purchase silk for the defendant. The plaintiff accordingly sends a master bale to the defendants' hong and in consequence of their silk inspector's approval therefore sends the remaining forty-nine bales to the same place by his carriers. Surely no inches can attach to the plaintiff for his conduct in the matter. In what other light than of that agent to Messrs. Jardine Matheson and Co., could he look upon E-kee? assuming him for the sake of argument to be our agent to sell, does it follow he is our agent to receive payment? but the evidence before the Court goes to shew E-kee was not paid. A partner in the Ne-wo bank he swears positively than when the cheques to be applied to the payment of the silk were given to him, there were not Tls. 100 in the bank coffers. The case of Coates and Lewis cited by the defendants does not apply. There the broker had possession of the goods, appeared in the transaction as principal, and the plaintiff knew that the broker dealt with the goods as principal and sold in his own name. Here Chee Qui had not possession of the goods, his capacity might on enquiry have been known to the defendants and further the plaintiff did not know Chee-Qui was in the habit of selling the goods of others as if they were his own. Nor does this case fall within George and Chiggett. That case applied to a factor whose character differs materially from that of a broker. The learned Counsel also showed how Thompson and Davenport, and Patterson and Gandasequi differed from this case. Suppose the plaintiff elected E-kee to be his agent absolutely. He cannot be bound by any transaction between him and another party. Chinamen go to E-kee to put the money into their hands because it is customary with Europeans always to pay the middleman. But by asking this middleman, a broker, for payment they are not estopped from applying to the principals. There is nothing in the plaintiff's conduct involving any fraud or is not applying in the first instance to Messrs. Jardine Matheson and Co., nor has this firm suffered at all in consequence of their not having so applied. This is the case of Macfarlane and Ramsacoupie. Where a broker is known to act in sales sometimes on his own account as owner, and sometimes as agent, a debtor dealing to acquire a right of set off against him is bound to enquire in what capacity he acts in the particular transactions out of which he hopes to make a set off. If he makes no enquiry and it turns out that the broker was acting on behalf of a concealed principal, the set off will not be available against the latter. This is the case of Baring and Corrie. Messrs. Jardine, Matheson and Co., might have known the real owner of this silk, but wilfully they shut their eyes to the fact of its not being Chee-Qui's, and that in spite of all that took place to point out the real owner of it. In Chitty on contracts, it is laid down that a principal may sue on the contract of his agent, although at the time of the contract being made the agent acted and appeared as principal. This is the case of Phelps and Prothero, Fish and Kempton, etc. I contend Messrs. Jardine, Matheson and Co. have not paid the real owner, and that the case falls under the doctrine of an undisclosed principal. With these observations I leave the case in your Lordship's hands.

His Lordship reserved judgment.

MIXED COURT.

March 22nd, 1867.

Before C. Alabaster, Esq.

Chun Wei-yuen,

Gibb Livingston & Co. v. Eu Ze-cher.

This, it will be remembered, was an adjourned case from the previous sitting. The plaintiffs sought to enforce the completion of a contract to purchase 5,898 pieces of white shirtings.

Neither of the parties to the case were present, but Mr. Gilfillan's evidence was taken to the following effect. The contract was not cancelled on payment of Tls. 430. That sum was paid Messrs. Gibb & Co. to induce them to wait. After he had paid the Tls. 430, Ea-ze-chee sent him (Mr. Gilfillan) masters of the goods to resell.

J. Jarvie & Co. v. Lin Ie-ching.

This was a claim on account of the non-completion of a contract to take delivery of a quantity of piece goods.

The defendant pleaded that there was no contract. He was merely acting as broker. He had cleared a certain quantity. He had refused to sign any contract. He was purchasing for a Tientsin man. He was refused delivery of a portion of the goods, Mr. Henderson telling him the market had gone up and the bargain was over.

Mr. Henderson could not remember exactly what had passed, but on one occasion did point out to defendant that the market had gone up, and hold out a threat. But defendant had since offered to take delivery of a portion of the goods. He (Mr. H.) could not, however, say that any had been delivered after this conversation.

Case adjourned.

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